



Village of Brookfield

8820 Brookfield Avenue • Brookfield, Illinois 60513-1688
(708) 485-7344 • FAX (708) 485-4971
www.brookfieldil.gov

VILLAGE PRESIDENT
Kit P. Ketchmark

VILLAGE CLERK
Catherine A. Colgrass-Edwards

BOARD OF TRUSTEES
Ryan P. Evans
Michael J. Garvey
Nicole M. Gilhooley
C.P. Hall, II
Brian S. Oberhauser
Michelle D. Ryan

VILLAGE MANAGER
Riccardo F. Ginex

MEMBER OF
Illinois Municipal League
Proviso Township
Municipal League
West Central
Municipal Conference

TREE CITY U.S.A. Since 1981

HOME OF THE CHICAGO
ZOOLOGICAL SOCIETY

VILLAGE OF BROOKFIELD
BROOKFIELD, ILLINOIS 60513

BROOKFIELD VILLAGE BOARD MEETING AGENDA

Monday, March 24, 2014
6:30 P.M.

Edward Barcal Hall
8820 Brookfield Avenue
Brookfield, IL 60513

I. OPENING CEREMONIES: Pledge of Allegiance to the Flag

II. Roll Call

III. Appointments and Presentations

Appointment – Shannon Heller – Special Events Committee – Term to expire 5/31/2016

Appointment – John Kissane – Conservation Commission – Term to expire 2/24/2016

Proclamation – Helen Jablonski

IV. PUBLIC COMMENT – LIMITED TO ITEMS ON OMNIBUS AND NEW BUSINESS ON TONIGHT'S AGENDA

V. OMNIBUS AGENDA

- A. Ordinance 2014-15 – An Ordinance Amending Chapter 6 of the Village of Brookfield Code of Ordinances to increase the maximum number of Class 8 Liquor Licenses
- B. Ordinance 2014-16 - Ordinance Amending Chapter 6 of the Village of Brookfield Code of Ordinances to increase the maximum number of Class S1 Liquor Licenses
- C. Ordinance 2014-17 - Ordinance Amending Chapter 6 of the Village of Brookfield Code of Ordinances to increase the maximum number of Class 8 Liquor Licenses
- D. Ordinance 2014-18 - Ordinance Amending Chapter 6 of the Village of Brookfield Code of Ordinances to increase the maximum number of Class S1 Liquor Licenses
- E. Approval of Minutes: Village Board Meeting Monday, March 10, 2013; Committee of the Whole Meeting, Monday, March 10, 2013.

Individuals with a disability requiring a reasonable accommodation in order to participate in any meeting should contact the Village of Brookfield (708)485-7344 prior to the meeting. Wheelchair access may be gained through the police department (East) entrance of the Village Hall.

VI. REPORTS OF SPECIAL COMMITTEES

Trustee Hall	Chamber of Commerce, Finance, Public Safety and DPW Warrant 3/24/2013
Trustee Oberhauser	Library, Conservation
Trustee Gilhooley	Recreation
Trustee Ryan	Special Events
Trustee Evans	Beautification, Administration
Trustee Garvey	Planning and Zoning Commission
President Ketchmark	Economic Development, Brookfield Zoo, WCMC, PZED
Clerk Edwards	Aging Well Liaison

VII. New Business

- A. **Resolution R2014-946** – An Agreement between the Village of Brookfield and Edwin Hancock Engineering for Professional Engineering Services for the Stormwater Pump Station Improvements Project
- B. **Ordinance 2014-19** - An Ordinance Amending Section 54-647 Entitled "Prohibited in Certain Places Generally of Division I Entitled "Generally" of Article IX Entitled "Stopping, Standing and Parking of Chapter 54 Entitled "Traffic and Motor Vehicles" of the Code of Ordinances, Village of Brookfield, Illinois
- C. **Ordinance 2014-20** - An Ordinance Authorizing the Purchase of a 2014 Morbark Model M18R Brush Chipper and the Disposal of Surplus Property by the Village of Brookfield, Illinois
- D. **Resolution R2014-947** – A Resolution Authorizing the Publication of a Revised Official Zoning Map of the Village of Brookfield, Illinois
- E. **Resolution R2014-948** – A Resolution to Approve an Agreement between the Village of Brookfield and _____ to provide full requirements electricity supply and related services for the Village's Electric Aggregation Program

VIII. Managers Report

IX. Executive Session – Litigation, Land Acquisition/Sales and Negotiations

X. Adjournment

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VILLAGE OF BROOKFIELD
BROOKFIELD, ILLINOIS 60513

PROCLAMATION

WHEREAS, Helen Jablonski was a long time resident of Riverside;

WHEREAS, Helen Jablonski was actively taking part in running the family business with her husband and raising their two sons;

WHEREAS, Helen Jablonski was an active member of the League of Women Voters;

WHEREAS, Helen Jablonski taught classes in Parent Effectiveness Training, and Assertiveness Training for Women, and also Christian Education at St. Paul's Episcopal Church in Riverside;

WHEREAS, in 1990 Helen Jablonski founded PeopleCare, a program helping the homebound elders;

WHEREAS, Helen Jablonski continued to spearhead the PeopleCare organization that currently serves the Villages of Brookfield, LaGrange, LaGrange Park, Riverside and North Riverside;

WHEREAS, Helen Jablonski continued overseeing PeopleCare five days a week until 2012 when she was 95 years old. She then cut back her time to serving four days a week;

WHEREAS, in October 2013, Helen Jablonski was recognized by the Chicago Tribune and WGN-TV for her efforts with PeopleCare;

WHEREAS, the Village of Brookfield honors Helen Jablonski as PeopleCare continues today serving the homebound elders of Brookfield and other nearby communities;

WHEREAS, Helen Jablonski was truly a woman who was ahead of her time.

NOW, THEREFORE, I, Kit P. Ketchmark, Village President, call upon the people of the Village of Brookfield to join me in recognizing Helen Jablonski's service to the community and extend condolences to the Jablonski family.

In witness whereof, I have hereunto set
my hand and caused the Seal of the
Village of Brookfield to be affixed this
24th day of March, 2014

Kit P. Ketchmark, Village President

ORDINANCE NO. 2014 - 15

**AN ORDINANCE AMENDING CHAPTER 6 OF THE VILLAGE OF BROOKFIELD
CODE OF ORDINANCES TO INCREASE THE MAXIMUM NUMBER OF
CLASS 8 LIQUOR LICENSES**

**PASSED AND APPROVED BY
THE PRESIDENT AND BOARD OF TRUSTEES
THE 24TH DAY OF MARCH 2014**

Published in pamphlet form by
authority of the Corporate
Authorities of Brookfield, Illinois,
the 24th day of March 2014

ORDINANCE NO. 2014 - 15

**AN ORDINANCE AMENDING CHAPTER 6 OF THE VILLAGE OF BROOKFIELD
CODE OF ORDINANCES TO INCREASE THE MAXIMUM NUMBER OF
CLASS 8 LIQUOR LICENSES**

WHEREAS, the Village of Brookfield is authorized by the Illinois Municipal Code, 65 ILCS 5/4-1, to regulate and restrict the licensing of retail liquor establishments within the boundaries of the Village;

WHEREAS, one of the two previously issued Class 2B liquor licenses is now terminated pursuant to Section 06-85 entitled "Reduction in the Number of Licenses" of the Village of Brookfield Code of Ordinances;

WHEREAS, one of the four previously issued Class 5 liquor license is now terminated pursuant to Section 06-85 entitled "Reduction in the Number of Licenses" of the Village of Brookfield Code of Ordinances;

WHEREAS, all of the previously issued Class S1 liquor license are now terminated pursuant to Section 06-85 entitled "Reduction in the Number of Licenses" of the Village of Brookfield Code of Ordinances;

WHEREAS, Section 06-98 of the Village of Brookfield Code of Ordinances, as amended, provides for the issuance of a Class 8 liquor license, which is temporary in nature, for the retail sale of alcoholic liquor to be consumed on the premises in conjunction with events of short duration such as festivals, picnics and banquets by certain not-for-profit organizations or other public function the Liquor Commissioner deems appropriate;

WHEREAS, due to the temporary nature of Class 8 liquor licenses and by operation of:

(a) Section 06-58 entitled, "Termination; Prorating of License Fee" of the Village of Brookfield Code of Ordinances, as amended, which provides in relevant part that "Each local license shall terminate on December 31st , next following its issuance"; and

(b) Section 06-85 entitled, "Reduction in the Number of Licenses" of the Village of Brookfield Code of Ordinances, as amended, which provides in relevant part that "Whenever a license previously issued under this Chapter is revoked, surrendered or terminated by dormancy as provided in this Chapter, the maximum number of licenses in the class of the license which is revoked, surrendered or terminated by dormancy as set forth in Section 06-84 above shall be automatically and immediately reduced by one,"

the number of Class 8 liquor licenses for which Section 06-84 of the Village of Brookfield Code of Ordinances, as amended, provides, on January 1, 2014, will be zero;

WHEREAS, there is an application submitted by the Czechoslovak American Congress for its annual picnic to be held on Sunday, July 27, 2014, from 8:00 a.m. to 7:30 p.m. at Ehlert Park, Brookfield, Illinois, currently pending for the issuance of a Class 8 liquor license; and

WHEREAS, the corporate authorities of the Village of Brookfield deem it to be in the best interests of the Village and its residents to create a Class 8 liquor license to accommodate the currently pending license application;

NOW, THEREFORE, BE IT ORDAINED by the President and Board of Trustees of the Village of Brookfield as follows:

Section 1. Recitals.

The facts and statements contained in the preambles to this ordinance are found to be true and correct and are hereby adopted as part of this ordinance.

Section 2. Creation of an Additional Class 8 License.

Section 06-84 entitled "Limitation on the Number of Licenses" of the Village of Brookfield Code of Ordinances, as amended, be and is hereby further amended to read in its entirety as follows:

The maximum number of licenses that may be issued for each class shall be as follows:

- (1) The total number of Class 1 licenses shall not exceed three (3).
- (2) The total number of Class 2 licenses shall not exceed nine (9).
- (3) The total number of Class 2A licenses shall not exceed zero (0).
- (4) The total number of Class 2B licenses shall not exceed one (1).
- (5) The total number of Class 2C licenses shall not exceed one (1).
- (6) The total number of Class 3 licenses shall not exceed seven (7).
- (7) The total number of Class 4 licenses shall not exceed two (2).
- (8) The total number of Class 5 licenses shall not exceed three (3).
- (9) The total number of Class 5A licenses shall not exceed zero (0).
- (10) The total number of Class 6 licenses shall not exceed three (3).
- (11) The total number of Class 7 licenses shall not exceed one (1).
- (12) The total number of Class 7A licenses shall not exceed (1).
- (13) The total number of Class 8 licenses shall not exceed one (1).
- (14) The total number of Class 9 licenses shall not exceed zero (0).
- (15) The total number of Class 10 licenses shall not exceed one (1).
- (16) The total number of Class 11 licenses shall not exceed zero (0).
- (17) The total number of Class 11A licenses shall not exceed zero (0).
- (18) The total number of Class 12 licenses shall not exceed one (1).
- (19) The total number of Class S licenses shall not exceed seven (7).

(20) The total number of Class S1 licenses shall not exceed zero (0).

(21) The total number of Class B licenses shall not exceed zero (0).

Section 3. Effective Date.

This ordinance shall take effect upon its passage, approval and publication in pamphlet form.

ADOPTED this 24th day of March 2014, pursuant to a roll call vote as follows:

AYES: _____

NAYS: _____

ABSENT: _____

ABSTENTION: _____

APPROVED by me this 24th day of March 2014.

Kit P. Ketchmark, President of the
Village of Brookfield, Cook County, Illinois

ATTESTED and filed in my office
and published in pamphlet form
this 24th day of March 2014.

Catherine Colgrass-Edwards, Clerk of the
Village of Brookfield, Cook County, Illinois

ORDINANCE NO. 2014 - 16

**AN ORDINANCE AMENDING CHAPTER 6 OF VILLAGE OF BROOKFIELD
CODE OF ORDINANCES TO INCREASE THE MAXIMUM NUMBER OF
CLASS S1 LIQUOR LICENSES**

**PASSED AND APPROVED BY
THE PRESIDENT AND BOARD OF TRUSTEES
THE 24TH DAY OF MARCH 2014**

Published in pamphlet form by
authority of the Corporate
Authorities of Brookfield, Illinois,
the 24th day of March 2014

ORDINANCE NO. 2014 - 16

**AN ORDINANCE AMENDING CHAPTER 6 OF VILLAGE OF BROOKFIELD
CODE OF ORDINANCES TO INCREASE THE MAXIMUM NUMBER OF
CLASS S1 LIQUOR LICENSES**

WHEREAS, the Village of Brookfield is authorized by the Illinois Municipal Code, 65 ILCS 5/4-1, to regulate and restrict the licensing of retail liquor establishments within the boundaries of the Village;

WHEREAS, Section 06-102 of the Village of Brookfield Code of Ordinances, as amended, provides for the issuance of a Class S1 liquor license, which is a subsidiary license, for the retail sale of alcoholic liquor in locations external to the premises located on the public right-of-way;

WHEREAS, all of the previously issued Class S1 liquor licenses are now terminated pursuant to Section 06-85 of the Village of Brookfield Code of Ordinances;

WHEREAS, there is an application currently pending for the issuance of a Class S1 liquor license submitted by the Czechoslovak American Congress for its annual picnic to be held on Sunday, July 27, 2014, from 8:00 a.m. to 7:30 p.m. at Ehlert Park, Brookfield, Illinois, to serve alcoholic liquor on the public right-of-way; and

WHEREAS, the corporate authorities of the Village of Brookfield deem it to be in the best interests of the Village and its residents to create one (1) Class S1 liquor license to accommodate the currently pending license application;

NOW, THEREFORE, BE IT ORDAINED by the President and Board of Trustees of the Village of Brookfield as follows:

Section 1. Recitals.

The facts and statements contained in the preambles to this Ordinance are found to be true and correct and are hereby adopted as part of this Ordinance.

Section 2. Creation of a Class S1 License.

Section 06-84 entitled "Limitation on the Number of Licenses" of the Village of Brookfield Code of Ordinances, as amended, be and is hereby further amended to read in its entirety as follows:

The maximum number of licenses that may be issued for each class shall be as follows:

- (1) The total number of Class 1 licenses shall not exceed three (3).
- (2) The total number of Class 2 licenses shall not exceed nine (9).
- (3) The total number of Class 2A licenses shall not exceed zero (0).
- (4) The total number of Class 2B licenses shall not exceed one (1).
- (5) The total number of Class 2C licenses shall not exceed one (1).
- (6) The total number of Class 3 licenses shall not exceed seven (7).
- (7) The total number of Class 4 licenses shall not exceed two (2).
- (8) The total number of Class 5 licenses shall not exceed three (3).
- (9) The total number of Class 5A licenses shall not exceed zero (0).
- (10) The total number of Class 6 licenses shall not exceed three (3).
- (11) The total number of Class 7 licenses shall not exceed one (1).
- (12) The total number of Class 7A licenses shall not exceed (1).
- (13) The total number of Class 8 licenses shall not exceed one (1).
- (14) The total number of Class 9 licenses shall not exceed zero (0).
- (15) The total number of Class 10 licenses shall not exceed one (1).
- (16) The total number of Class 11 licenses shall not exceed zero (0).

- (17) The total number of Class 11A licenses shall not exceed zero (0).
- (18) The total number of Class 12 licenses shall not exceed one (1).
- (19) The total number of Class S licenses shall not exceed seven (7).
- (20) The total number of Class S1 licenses shall not exceed one (1).
- (21) The total number of Class B licenses shall not exceed zero (0).

Section 3. Effective Date.

This Ordinance shall take effect upon its passage, approval and publication in pamphlet form.

ADOPTED this 24th day of March 2014 pursuant to a roll call vote as follows:

AYES: _____

NAYS: _____

ABSENT: _____

ABSTENTION: _____

APPROVED by me this 24th day of March 2014.

Kit P. Ketchmark, President of the
Village of Brookfield, Cook County, Illinois

ATTESTED and filed in my office
and published in pamphlet form
this 24th day of March 2014.

Catherine Colgrass-Edwards, Clerk of the
Village of Brookfield, Cook County, Illinois

ORDINANCE NO. 2014 - 17

**AN ORDINANCE AMENDING CHAPTER 6 OF THE VILLAGE OF BROOKFIELD
CODE OF ORDINANCES TO INCREASE THE MAXIMUM NUMBER OF
CLASS 8 LIQUOR LICENSES**

**PASSED AND APPROVED BY
THE PRESIDENT AND BOARD OF TRUSTEES
THE 24TH DAY OF MARCH 2014**

Published in pamphlet form by
authority of the Corporate
Authorities of Brookfield, Illinois,
the 24th day of March 2014

ORDINANCE NO. 2014 - 17

**AN ORDINANCE AMENDING CHAPTER 6 OF THE VILLAGE OF BROOKFIELD
CODE OF ORDINANCES TO INCREASE THE MAXIMUM NUMBER OF
CLASS 8 LIQUOR LICENSES**

WHEREAS, the Village of Brookfield is authorized by the Illinois Municipal Code, 65 ILCS 5/4-1, to regulate and restrict the licensing of retail liquor establishments within the boundaries of the Village;

WHEREAS, Section 06-98 of the Village of Brookfield Code of Ordinances, as amended, provides for the issuance of a Class 8 liquor license, which is temporary in nature, for the retail sale of alcoholic liquor to be consumed on the premises in conjunction with events of short duration such as festivals, picnics and banquets by certain not-for-profit organizations or other public function the Liquor Commissioner deems appropriate;

WHEREAS, Section 06-84, as amended by Ordinance No. 2014- 15, of the Village of Brookfield Code of Ordinances provides that the number of Class 8 liquor licenses shall not exceed one (1);

WHEREAS, the available Class 8 liquor license has been issued to another applicant;

WHEREAS, there is an application currently pending for the issuance of an additional Class 8 liquor license submitted by the Brookfield Chamber of Commerce for its Street Dance to be held Saturday, May 17, 2014, from 5:00 p.m. until 11:00 p.m. on Broadway Avenue, Brookfield, Illinois;

WHEREAS, the corporate authorities of the Village of Brookfield deem it to be in the best interests of the Village and its residents to create a Class 8 liquor license to accommodate the currently pending license application;

NOW, THEREFORE, BE IT ORDAINED by the President and Board of Trustees of the Village of Brookfield as follows:

Section 1. Recitals.

The facts and statements contained in the preambles to this Ordinance are found to be true and correct and are hereby adopted as part of this Ordinance.

Section 2. Creation of a Class S Liquor License.

Section 06-84 entitled "Limitation on the Number of Licenses" of the Village of Brookfield Code of Ordinances, as amended, be and is hereby further amended to read in its entirety as follows:

The maximum number of licenses that may be issued for each class shall be as follows:

- (1) The total number of Class 1 licenses shall not exceed three (3).
- (2) The total number of Class 2 licenses shall not exceed nine (9).
- (3) The total number of Class 2A licenses shall not exceed zero (0).
- (4) The total number of Class 2B licenses shall not exceed one (1).
- (5) The total number of Class 2C licenses shall not exceed one (1).
- (6) The total number of Class 3 licenses shall not exceed seven (7).
- (7) The total number of Class 4 licenses shall not exceed two (2).
- (8) The total number of Class 5 licenses shall not exceed three (3).
- (9) The total number of Class 5A licenses shall not exceed zero (0).
- (10) The total number of Class 6 licenses shall not exceed three (3).

- (11) The total number of Class 7 licenses shall not exceed one (1).
- (12) The total number of Class 7A licenses shall not exceed (1).
- (13) The total number of Class 8 licenses shall not exceed two (2).
- (14) The total number of Class 9 licenses shall not exceed zero (0).
- (15) The total number of Class 10 licenses shall not exceed one (1).
- (16) The total number of Class 11 licenses shall not exceed zero (0).
- (17) The total number of Class 11A licenses shall not exceed zero (0).
- (18) The total number of Class 12 licenses shall not exceed one (1).
- (19) The total number of Class S licenses shall not exceed seven (7).
- (20) The total number of Class S1 licenses shall not exceed one (1).
- (21) The total number of Class B licenses shall not exceed zero (0).

[THE REMAINDER OF THIS PAGE IS LEFT BLANK INTENTIONALLY.]

Section 3. Effective Date.

This Ordinance shall take effect upon its passage, approval and publication in pamphlet form.

ADOPTED this 24th day of March 2014 pursuant to a roll call vote as follows:

AYES: _____

NAYS: _____

ABSENT: _____

ABSTENTION: _____

APPROVED by me this 24th day of March 2014.

Kit P. Ketchmark, President of the
Village of Brookfield, Cook County, Illinois

ATTESTED and filed in my office
and published in pamphlet form
this 24th day of March 2014.

Catherine Colgrass-Edwards, Clerk of the
Village of Brookfield, Cook County, Illinois

ORDINANCE NO. 2014 - 18

**AN ORDINANCE AMENDING CHAPTER 6 OF THE VILLAGE OF BROOKFIELD
CODE OF ORDINANCES TO INCREASE THE MAXIMUM NUMBER OF
CLASS S1 LIQUOR LICENSES**

**PASSED AND APPROVED BY
THE PRESIDENT AND BOARD OF TRUSTEES
THE 24TH DAY OF MARCH 2014**

Published in pamphlet form by
authority of the Corporate
Authorities of Brookfield, Illinois,
the 24th day of March 2014

ORDINANCE NO. 2014 - 18

**AN ORDINANCE AMENDING CHAPTER 6 OF THE VILLAGE OF BROOKFIELD
CODE OF ORDINANCES TO INCREASE THE MAXIMUM NUMBER OF
CLASS S1 LIQUOR LICENSES**

WHEREAS, the Village of Brookfield is authorized by the Illinois Municipal Code, 65 ILCS 5/4-1, to regulate and restrict the licensing of retail liquor establishments within the boundaries of the Village;

WHEREAS, Section 06-98 of the Village of Brookfield Code of Ordinances, as amended, provides for the issuance of a Class S1 liquor license, which is a subsidiary license, for the retail sale of alcoholic liquor in locations external to the premises located on the public right-of-way immediately adjacent to and abutting the licensed premises;

WHEREAS, Section 06-84, as amended by Ordinance No. 2014-16, of the Village of Brookfield Code of Ordinances provides that the number of Class S1 liquor licenses shall not exceed one (1);

WHEREAS, the available Class S1 liquor license has been issued to another applicant;

WHEREAS, there is an application submitted by the Brookfield Chamber of Commerce, Brookfield, Illinois, to serve alcoholic liquor at its Street Dance to be held on Saturday, May 17, 2014, from 5:00 p.m. until 11:00 p.m. on Broadway Avenue, Brookfield, Illinois, a public right-of-way, currently pending for the issuance of a Class S1 liquor license; and

WHEREAS, the corporate authorities of the Village of Brookfield deem it to be in the best interests of the Village and its residents to create an additional Class S1 liquor license to accommodate the currently pending license application;

NOW, THEREFORE, BE IT ORDAINED by the President and Board of Trustees of the Village of Brookfield as follows:

Section 1. Recitals.

The facts and statements contained in the preambles to this Ordinance are found to be true and correct and are hereby adopted as part of this Ordinance.

Section 2. Creation of a Class S1 License.

Section 06-84 entitled "Limitation on the Number of Licenses" of the Village of Brookfield Code of Ordinances, as amended, be and is hereby further amended to read in its entirety as follows:

The maximum number of licenses that may be issued for each class shall be as follows:

- (1) The total number of Class 1 licenses shall not exceed three (3).
- (2) The total number of Class 2 licenses shall not exceed nine (9).
- (3) The total number of Class 2A licenses shall not exceed zero (0).
- (4) The total number of Class 2B licenses shall not exceed one (1).
- (5) The total number of Class 2C licenses shall not exceed one (1).
- (6) The total number of Class 3 licenses shall not exceed seven (7).
- (7) The total number of Class 4 licenses shall not exceed two (2).
- (8) The total number of Class 5 licenses shall not exceed three (3).
- (9) The total number of Class 5A licenses shall not exceed zero (0).
- (10) The total number of Class 6 licenses shall not exceed three (3).
- (11) The total number of Class 7 licenses shall not exceed one (1).
- (12) The total number of Class 7A licenses shall not exceed (1).
- (13) The total number of Class 8 licenses shall not exceed two (2).

- (14) The total number of Class 9 licenses shall not exceed zero (0).
- (15) The total number of Class 10 licenses shall not exceed one (1).
- (16) The total number of Class 11 licenses shall not exceed zero (0).
- (17) The total number of Class 11A licenses shall not exceed zero (0).
- (18) The total number of Class 12 licenses shall not exceed one (1).
- (19) The total number of Class S licenses shall not exceed seven (7).
- (20) The total number of Class S1 licenses shall not exceed two (2).
- (21) The total number of Class B licenses shall not exceed zero (0).

Section 3. Effective Date.

This Ordinance shall take effect upon its passage, approval and publication in pamphlet form.

ADOPTED this 24th day of March 2014 pursuant to a roll call vote as follows:

AYES: _____

NAYS: _____

ABSENT: _____

ABSTENTION: _____

APPROVED by me this 24th day of March 2014.

Kit P. Ketchmark, President of the
Village of Brookfield, Cook County, Illinois

ATTESTED and filed in my office
and published in pamphlet form
this 24th day of March 2014.

Catherine Colgrass-Edwards, Clerk of the
Village of Brookfield, Cook County, Illinois

VILLAGE OF BROOKFIELD
BROOKFIELD, ILLINOIS 60513

JOURNAL OF THE PROCEEDINGS OF THE PRESIDENT AND THE BOARD OF TRUSTEES
AT A REGULAR VILLAGE BOARD MEETING

HELD ON MONDAY, MARCH 10, 2014
IN THE BROOKFIELD MUNICIPAL BUILDING

MEMBERS PRESENT: President Kit P. Ketchmark, Trustees Ryan Evans, Michael Garvey, Brian Oberhauser, Michelle Ryan and C.P. Hall and Village Clerk Catherine Edwards.

MEMBERS ABSENT: Trustee Nicole Gilhooley

ALSO PRESENT: Village Manager Riccardo F. Ginex, Assistant Village Manager Keith Sbiral, Village Attorney Richard Ramello, Finance Director Doug Cooper and Deputy Village Clerk Theresa Coady.

OTHERS PRESENT: None

On Monday, March 10, 2014, President Ketchmark called the Village Board of Trustees meeting to order at 6:30 P.M. and led the Pledge of Allegiance to the Flag.

APPOINTMENTS AND PRESENTATIONS

Reappointment – Beautification Committee - Julie Janetopoulos - Lauksmen - Expiration 3/27/ 2016

Motion by Trustee Garvey, seconded by Trustee Hall, to approve the reappointment of Julie Janetopoulos-Lauksmen to the Beautification Commission with a term to expire March 27, 2016. Upon roll call, the motion carried as follows: Ayes: Trustees Evans, Garvey, Oberhauser, Ryan and Hall. Nays: None. Absent: Trustee Gilhooley. Oath of Office administered by Village Clerk Catherine Colgrass Edwards.

Reappointment – Beautification Committee - Pam Powers - Expiration 3/27/ 2016

Motion by Trustee Ryan, seconded by Trustee Garvey, to approve the reappointment of Pam Powers to the Beautification Committee with a term to expire March 27, 2016. Upon roll call, the motion carried as follows: Ayes: Trustees Evans, Garvey, Oberhauser, Ryan and Hall. Nays: None. Absent: Trustee Gilhooley. Nays: None. Absent: Trustee Gilhooley. Oath of Office to be administered at a later date.

Reappointment – Conservation Commission – Jonathan Platt - Expiration 2/24/2017

Motion by Trustee Oberhauser, seconded by Trustee Evans, to approve the reappointment of Jonathan Platt to the Conservation Commission with a term to expire February 24, 2017. Upon roll call, the motion carried as follows: Ayes: Trustees Evans, Garvey, Oberhauser, Ryan and Hall. Nays: None. Absent: Trustee Gilhooley. Oath of Office administered by Village Clerk Catherine Colgrass Edwards.

Reappointment – Conservation Commission – Amy Sullivan – Expiration 2/24/2016

Motion by Trustee Oberhauser, seconded by Trustee Evans, to approve the reappointment of Amy Sullivan to the Conservation Commission with a term to expire February 24, 2016. Upon roll call, the motion carried as follows: Ayes: Trustees Evans, Garvey, Oberhauser, Ryan and Hall. Nays: None. Absent: Trustee Gilhooley. Oath of Office administered by Village Clerk Catherine Colgrass Edwards.

Reappointment – Conservation Commission – Mel Tracy – Expiration 2/24/2016

Motion by Trustee Oberhauser, seconded by Trustee Ryan, to approve the reappointment of Mel Tracy to the Conservation Commission with a term to expire February 24, 2016. Upon roll call, the motion carried as follows: Ayes: Trustees Evans, Garvey, Oberhauser, Ryan and Hall. Nays: None. Absent: Trustee Gilhooley. Oath of Office to be administered at a later date.

Appointment – Parks and Recreation – Dave LeClere – Expiration 3/31/2015

Motion by Trustee Garvey, seconded by Trustee Evans, to approve the appointment of Dave LeClere to the Parks and Recreation Commission. Upon roll call, the motion carried as follows: Ayes: Trustees Evans, Garvey, Oberhauser, Ryan and Hall. Nays: None. Absent: Trustee Gilhooley. Oath of Office administered by Village Clerk Catherine Colgrass Edwards.

PUBLIC COMMENT

None

OMNIBUS AGENDA

Approval of Minutes: Village Board Meeting Monday, February 24, 2013; Committee of the Whole Meeting, Monday, February 24, 2013.

Motion by Trustee Garvey, seconded by Trustee Evans, to approve the Omnibus Agenda of the Regular Village Board meeting of March 10, 2013. Upon roll call, the motion carried as follows: Ayes: Trustees Evans, Garvey, Oberhauser, Ryan and Hall. Nays: None. Absent: Trustee Gilhooley.

REPORTS OF SPECIAL COMMITTEES

Finance, Public Safety, Public Works & Chamber of Commerce – Trustee Hall

Trustee Hall informed the Board of details regarding certain expenditures on the Warrant

Corporate Warrant dated March 10, 2014 - \$839,253.06

Motion by Trustee Hall, seconded by Trustee Oberhauser, to approve the Corporate Warrant dated March 10, 2014 in the amount of \$839,253.06. Upon roll call, the motion carried as follows: Ayes: Trustees Evans, Garvey, Oberhauser, Ryan and Hall. Nays: None. Absent: Trustee Gilhooley.

Chamber of Commerce

- Business Luncheon scheduled for March 13, 2014 at 9146 Lincoln Avenue
- Chamber Board meeting scheduled for March 20, 2014 at the Brookfield Public Library
- After-Hours – scheduled for March 27, 2014 at 114 Calendar Court at 5:30 P.M.

Public Safety

- Public Safety – Next meeting scheduled for March 25, 2014.

Public Works –

- No report.

Library & Conservation – Trustee Oberhauser

- Conservation Commission: Commended the commission members
- Library

Recreation – Trustee Gilhooley

- Next scheduled meeting is March 18, 2014.

Special Events – Trustee Ryan

- Special Events Committee meeting held March 4, 2014; next meeting Scheduled for April 1, 2014.

Beautification and Administration – Trustee Evans

- ☉ No report

Planning & Zoning, WCMC – Trustee Garvey

- ☉ No report.

Economic Development, Zoo, PZED - President Ketchmark

- ☉ Meeting with Mayors of Berwyn and North Riverside regarding Economic Development.

Aging Well Liaison – Village Clerk Edwards

- ☉ No Report

NEW BUSINESS

Ordinance 2014-11 – An Ordinance to Approve a Preliminary Plan for a Planned Development for the property located at 8934 Fairview Avenue in the Village of Brookfield, IL

Motion by Trustee Garvey, seconded by Trustee Evans, to approve Ordinance 2014-11 – An Ordinance to Approve a Preliminary Plan for a Planned Development for the property located at 8934 Fairview Avenue in the Village of Brookfield, IL. Upon roll call, the motion carried as follows: Ayes: Trustees Evans, Garvey, Oberhauser, Ryan and Hall. Nays: None. Absent: Trustee Gilhooley.

Ordinance 2014-12 – An Ordinance to Approve and Authorize a Zoning Variation for the Property located at 9310-9320 Ogden Avenue in the Village of Brookfield, IL

Motion by Trustee Oberhauser, seconded by Trustee Garvey, to approve Ordinance 2014-12 – An Ordinance to Approve and Authorize a Zoning Variation for the Property located at 9310-9320 Ogden Avenue in the Village of Brookfield, IL. Upon roll call, the motion carried as follows: Ayes: Trustees Evans, Garvey, Oberhauser, Ryan and Hall. Nays: None. Absent: Trustee Gilhooley.

Ordinance 2014-13 – An Ordinance to Approve and Authorize a Zoning Variation and to Approve a Plat of Subdivision for the Property located at 8819 Congress Park in the Village of Brookfield, IL

Motion by Trustee Garvey, seconded by Trustee Evans, to approve Ordinance 2014-13 – An Ordinance to Approve and Authorize a Zoning Variation and to Approve a Plat of Subdivision for the Property located at 8819 Congress Park in the Village of Brookfield, IL. Upon roll call, the motion carried as follows: Ayes: Trustees Evans, Garvey, Oberhauser and Hall. Nays: Trustee Ryan. Absent: Trustee Gilhooley.

Resolution 2014-944 – A Resolution to Approve a Certain Plat of Subdivision of the south Half of Lot 21 in A.T. McIntosh's Plainfield Road Addition in the Village of Brookfield, IL

Motion by Trustee Oberhauser, seconded by Trustee Garvey, to approve Resolution 2014-944 – A Resolution to Approve a Certain Plat of Subdivision of the south Half of Lot 21 in A.T. McIntosh's Plainfield Road Addition in the Village of Brookfield, IL. Upon roll call, the motion carried as follows: Ayes: Trustees Evans, Garvey, Oberhauser, Ryan and Hall. Nays: None. Absent: Trustee Gilhooley.

MANAGER'S REPORT

- ☉ New Zoning Map to be on agenda for approval at Regular Village Board meeting scheduled for March 24, 2014.
- ☉ Water ordinance to be amended to provide for issuance of minimum bill to those residents involved in water line breaks due to extraordinary weather conditions.
- ☉ Golf-View/First Avenue area – Zoo area road project to begin soon. Traffic control signs to be posted next week.
- ☉ Special meeting on March 19, 2014 at 7:00 P.M. regarding the Open Space Plan.

EXECUTIVE SESSION – Litigation, Land Acquisition, Negotiations

Motion by Trustee Garvey, seconded by Trustee Evans, to adjourn the Regular Village Board of Trustees meeting of March 10, 2014 to conduct an Executive Session at 6:52 P.M. Upon roll call, the motion carried as follows: Ayes: Trustees Evans, Garvey, Oberhauser, Ryan and Hall. Nays: None. Absent: Trustee Gilhooley.

RECONVENE REGULAR VILLAGE BOARD MEETING

Motion by Trustee Garvey, seconded by Trustee Oberhauser, to reconvene the Regular Village Board of Trustees Meeting of March 10, 2014 at 7:20 P.M. Upon roll call, the motion carried as follows: Ayes: Trustees Evans, Garvey, Oberhauser, Ryan and Hall. Nays: None. Absent: Trustee Gilhooley.

Resolution 2014-945 – A Resolution to Authorize and Release and Retention of Certain Executive Session Minutes of meetings of the Board of Trustees of the Village of Brookfield, IL

Motion by Trustee Garvey, seconded by Trustee Evans, to approve Resolution 2014-945 – A Resolution to Authorize and Release and Retention of Certain Executive Session Minutes of meetings of the Board of Trustees of the Village of Brookfield, IL. Upon roll call, the motion carried as follows: Ayes: Trustees Evans, Garvey, Oberhauser, Ryan and Hall. Nays: None. Absent: Trustee Gilhooley.

ADJOURNMENT

Motion by Trustee Garvey, seconded by Trustee Oberhauser, to adjourn the Regular Village Board meeting of March 10, 2014 at 7:21 P.M. Upon roll call, the motion carried as follows: Ayes: Trustees Evans, Garvey, Oberhauser, Ryan and Hall. Nays: None. Absent: Trustee Gilhooley.

**Catherine Colgrass Edwards
Village Clerk
Village of Brookfield**

/ls

**JOURNAL OF THE PROCEEDINGS OF THE PRESIDENT AND THE BOARD OF TRUSTEES
AT A COMMITTEE OF THE WHOLE MEETING
HELD ON MONDAY, MARCH 10, 2014
IN THE BROOKFIELD MUNICIPAL BUILDING**

MBERS PRESENT: President Kit P. Ketchmark, Trustees Ryan Evans, Michael Garvey, Brian Oberhauser, Michelle Ryan and C.P. Hall and Village Clerk Catherine Edwards.

MEMBERS ABSENT: Trustee Nicole Gilhooley

ALSO PRESENT: Village Manager Riccardo F. Ginex, Assistant Village Manager Keith Sbiral, Village Attorney Richard Ramello, Finance Director Doug Cooper and Deputy Village Clerk Theresa Coady.

OTHERS PRESENT: None

On Monday March 10, 2014, President Ketchmark called the Committee of the Whole Meeting to order at 7:22 P.M.

Discussion Items:

Czechoslovak American Congress Liquor Request – Class 8 & S1

Request for a Class 8 liquor license and a Class S1 license for The Czechoslovak American Congress annual picnic scheduled for Sunday, July 27, 2014 at Ehlert Park. Staff recommends approval of both requested licenses. Item to be on agenda for approval vote at the Regular Village Board meeting scheduled for March 24, 2014.

Parking Amendment

Requested Amendment of Brookfield Municipal Code, Section 54-647 in order to mirror State Statute 625 ILCS 5/1-1303 (2) : "11-1303- Stopping, standing or parking prohibited in specific places 2-Stand or park a vehicle, whether occupied or not, except momentarily to pick up or discharge passengers: a. – In front of a public or private driveway. Staff recommends the Village ordinance be amended to mirror State Statute in order to empower Brookfield police officers to issue citations to vehicles in violation. Item to be on agenda for approval vote at the Regular Village Board meeting scheduled for March 24, 2014.

Chamber of Commerce Street Dance

The Brookfield Chamber of Commerce has scheduled their annual Street Dance for Saturday, May 17, 2014 and is requesting a Class 8 and a Class S1 Liquor License for the event. Staff recommends the Board approve both licenses for the Chamber's event. Item to be on agenda for approval vote at the Regular Village Board meeting scheduled for March 24, 2014.

Chipper Replacement

The Five-Year Capital Plan and FY 2014 budget has designated \$61,000 for the replacement of a brush chipper. The replacement chipper will be used as a frontline machine with the remaining 1995 model to be used as a backup until its replacement – which is scheduled for 2024. The total cost to purchase the 2014 Morbark Model M18R through the U.S. General Services Administration purchase program will be \$47,893.71. Staff recommends purchase of this equipment prior to new EPA guidelines to become effective in 2015. Item to be on agenda for approval vote at the Regular Village Board meeting scheduled for March 24, 2014.

ADJOURN

Motion by Trustee Garvey, seconded by Trustee Evans, to adjourn the Committee of the Whole meeting of March 10, 2014 at 7:37 P.M. Upon roll call, the motion carried as follows: Ayes: Trustees Evans, Garvey, Oberhauser, Ryan and Hall. Nays: None. Absent: Trustee Gilhooley.

Catherine Colgrass Edwards
Village Clerk
Village of Brookfield

/lls

Village of Brookfield

Corporate Warrant-3/24/14

From Payment Date: 3/11/2014 - To Payment Date: 3/24/2014

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
PFC - PUBLIC FUND CHECKING									
<u>Check</u>									
14152	03/11/2014	Open			Utility Management Refund	SERWINSKI, MARTY	\$75.00		
14153	03/11/2014	Open			Utility Management Refund	CORCORAN HOMES	\$56.92		
14154	03/11/2014	Open			Utility Management Refund	ENRIQUEZ, H	\$45.00		
14155	03/11/2014	Open			Utility Management Refund	FRANDSEN, D	\$75.12		
14156	03/11/2014	Open			Utility Management Refund	GOODWILL REALTY GROUP-SO-F	\$2.21		
14157	03/11/2014	Open			Utility Management Refund	IH2 PROPERTIES	\$20.40		
14158	03/11/2014	Open			Utility Management Refund	LILY MAY DEVELOPMENT GROUP	\$22.06		
14159	03/11/2014	Open			Utility Management Refund	RAMIREZ, JUAN	\$47.21		
14160	03/11/2014	Open			Utility Management Refund	STEWART, D	\$10.00		
14161	03/11/2014	Open			Utility Management Refund	THR PROPERTY ILLINOIS LP	\$47.21		
14162	03/11/2014	Open			Accounts Payable	Larrea, Jean P.	\$480.00		
<u>Invoice</u>									
	3514			03/10/2014	Description	Amount			
					plumbing inspections-2/10-22/14	\$480.00			
14163	03/11/2014	Open			Accounts Payable	Village of Brookfield - petty cash	\$298.67		
<u>Invoice</u>									
	31014			03/10/2014	Description	Amount			
					police dept petty cash	\$298.67			
14164	03/24/2014	Open			Accounts Payable	A & M Parts Inc.	\$407.61		
<u>Invoice</u>									
	433189			03/14/2014	Description	Amount			
					safety gloves;pwr steering fluid;brakleen	\$53.73			
	432483			03/14/2014	hazard flasher;accufit conventional	\$48.42			
	432983			03/14/2014	reman starter	\$44.54			
	432211			03/14/2014	vacuum test kit	\$69.99			
	42544			03/14/2014	strap	\$179.00			
	43241			03/14/2014	mc lamp kit	\$7.54			
	434426			03/18/2014	cd 6 hose connector-small tools	\$4.39			
14165	03/24/2014	Open			Accounts Payable	Accurate Document Destruction	\$77.74		
<u>Invoice</u>									
	99948848			03/14/2014	Description	Amount			
					shredding svc	\$77.74			
14166	03/24/2014	Open			Accounts Payable	Air One Equipment, Inc.	\$221.00		
<u>Invoice</u>									
	93453			03/14/2014	Description	Amount			
					solution confident + cleaning	\$221.00			
14167	03/24/2014	Open			Accounts Payable	Airgas USA, LLC	\$791.99		
<u>Invoice</u>									
	9916792870			03/18/2014	Description	Amount			
					welding gases	\$184.98			
	9500177478			03/18/2014	medical oxygen	\$607.01			

Village of Brookfield

Corporate Warrant-3/24/14

From Payment Date: 3/11/2014 - To Payment Date: 3/24/2014

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
14168	03/24/2014	Open			Accounts Payable	Anita Richardson	\$600.00		
	Invoice		Date	Description		Amount			
	2014-4		03/14/2014	assist code dept in transitioning to re-codified ordinances		\$600.00			
14169	03/24/2014	Open			Accounts Payable	Ann Lenartson	\$133.38		
	Invoice		Date	Description		Amount			
	3414		03/18/2014	dance program		\$133.38			
14170	03/24/2014	Open			Accounts Payable	AT&T	\$16,089.52		
	Invoice		Date	Description		Amount			
	2014-00000146		03/14/2014	708-485-3277		\$64.80			
	2014-00000147		03/14/2014	708-485-2266		\$65.64			
	2014-00000148		03/14/2014	773-R07-1184		\$116.11			
	2014-00000149		03/14/2014	708-R07-0065		\$8,950.05			
	2014-00000150		03/14/2014	708-387-1350		\$65.95			
	2014-00000151		03/14/2014	708-387-2561		\$194.37			
	2014-00000152		03/14/2014	708-387-2650		\$4,466.69			
	2014-00000153		03/14/2014	708-387-2733		\$67.54			
	2014-00000160		03/14/2014	847-734-5955		\$1,213.89			
	2014-00000161		03/14/2014	708-485-2499		\$68.97			
	2014-00000172		03/14/2014	708-485-6045		\$122.80			
	2014-00000173		03/14/2014	708-485-6575		\$81.24			
	2014-00000204		03/19/2014	708-485-0076		\$327.18			
	2014-00000205		03/19/2014	708-485-8121		\$284.29			
14171	03/24/2014	Open			Accounts Payable	AT&T	\$57.06		
	Invoice		Date	Description		Amount			
	32514		03/14/2014	E911 modem lines		\$57.06			
14172	03/24/2014	Open			Accounts Payable	Atlas Companies	\$1,821.97		
	Invoice		Date	Description		Amount			
	655214		03/14/2014	equipment repair		\$1,821.97			
14173	03/24/2014	Open			Accounts Payable	Brookfield True Value Hardware	\$190.33		
	Invoice		Date	Description		Amount			
	22814		03/14/2014	misc supplies		\$128.67			
	214		03/14/2014	misc supplies		\$61.66			
14174	03/24/2014	Open			Accounts Payable	Burrell , Dwayne	\$36.69		
	Invoice		Date	Description		Amount			
	31714		03/14/2014	leather allowance		\$36.69			
14175	03/24/2014	Open			Accounts Payable	Call One	\$376.22		
	Invoice		Date	Description		Amount			
	4114		03/18/2014	local/long dist-1010-4340-0000		\$376.22			
14176	03/24/2014	Open			Accounts Payable	Case Lots, Inc.	\$365.60		
	Invoice		Date	Description		Amount			
	54834		03/14/2014	janitorial supplies		\$365.60			
14177	03/24/2014	Open			Accounts Payable	Certified Power, Inc	\$1,135.54		
	Invoice		Date	Description		Amount			
	11348471		03/14/2014	repair section w/manifold		\$1,080.44			
	11348472		03/14/2014	relief valve		\$55.10			

Village of Brookfield

Corporate Warrant-3/24/14

From Payment Date: 3/11/2014 - To Payment Date: 3/24/2014

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
14178	03/24/2014	Open			Accounts Payable	Charles J. Fiore Nurseries, LLC	\$2,950.00		
	Invoice		Date	Description		Amount			
	5725		03/14/2014	misc annuals		\$2,950.00			
14179	03/24/2014	Open			Accounts Payable	Comcast	\$274.20		
	Invoice		Date	Description		Amount			
	33014		03/14/2014	internet @ fire station 1		\$134.35			
	4614		03/18/2014	internet @ 8820 Brookfield-8771201670055098		\$139.85			
14180	03/24/2014	Open			Accounts Payable	ComEd	\$1,162.80		
	Invoice		Date	Description		Amount			
	32114		03/14/2014	8652 Southview water meter-0683030051		\$30.10			
	31914		03/14/2014	8501 Brookfield-2083099069		\$166.87			
	4114		03/14/2014	Burlington/Maple-6292126004		\$321.01			
	41414		03/14/2014	comm dusk-dawn lighting-0134327003		\$644.82			
14181	03/24/2014	Open			Accounts Payable	Constellation NewEnergy, Inc.	\$14,049.09		
	Invoice		Date	Description		Amount			
	0013454570		03/14/2014	street lighting-1-1D7Y-573		\$14,049.09			
14182	03/24/2014	Open			Accounts Payable	Controlled F.O.R.C.E.	\$670.00		
	Invoice		Date	Description		Amount			
	6070		03/18/2014	level 1&2 departmental inst certification crs-Dwayne Burrell		\$670.00			
14183	03/24/2014	Open			Accounts Payable	Detroit Salt Company	\$8,148.73		
	Invoice		Date	Description		Amount			
	36591		03/19/2014	bulk salt deicing		\$8,148.73			
14184	03/24/2014	Open			Accounts Payable	Emergency Medical Products Inc.	\$556.70		
	Invoice		Date	Description		Amount			
	1623151		03/14/2014	pelican 1550 ems organizer case		\$278.35			
	1628020		03/14/2014	pelican ems organizer case		\$278.35			
14185	03/24/2014	Open			Accounts Payable	Fire Service, Inc.	\$250.00		
	Invoice		Date	Description		Amount			
	15710		03/14/2014	2013 pump test		\$250.00			
14186	03/24/2014	Open			Accounts Payable	FMP	\$16.44		
	Invoice		Date	Description		Amount			
	50-794643		03/14/2014	sensor #478		\$16.44			
14187	03/24/2014	Open			Accounts Payable	Foster's Truck Repair	\$30.00		
	Invoice		Date	Description		Amount			
	28054		03/14/2014	safety inspection		\$30.00			
14188	03/24/2014	Open			Accounts Payable	GFOA	\$150.00		
	Invoice		Date	Description		Amount			
	31114		03/14/2014	membership-Douglas Cooper-300045052		\$150.00			
14189	03/24/2014	Open			Accounts Payable	GMF Contractors	\$20.00		
	Invoice		Date	Description		Amount			
	45687		03/14/2014	2 gal b&c oil		\$20.00			
14190	03/24/2014	Open			Accounts Payable	Groot Industries, Inc.	\$106,335.66		
	Invoice		Date	Description		Amount			
	9951714		03/14/2014	residential yard waste-March		\$21,851.97			

Village of Brookfield

Corporate Warrant-3/24/14

From Payment Date: 3/11/2014 - To Payment Date: 3/24/2014

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
	9951713		03/14/2014		residential p/up-March		\$84,483.69		
14191	03/24/2014	Open			Accounts Payable	H.C.I. Transportation Technologies	\$109.44		
	Invoice		Date	Description		Amount			
	76200		03/18/2014	steel structural		\$109.44			
14192	03/24/2014	Open			Accounts Payable	Harrison, Angela	\$39.00		
	Invoice		Date	Description		Amount			
	3514		03/18/2014	refund-cancelled program		\$39.00			
14193	03/24/2014	Open			Accounts Payable	Healy Asphalt Company, LLC	\$967.68		
	Invoice		Date	Description		Amount			
	44148mb		03/14/2014	upm		\$967.68			
14194	03/24/2014	Open			Accounts Payable	Illinois Section AWWA	\$96.00		
	Invoice		Date	Description		Amount			
	200010559		03/18/2014	utility mgt crs - Zontos		\$96.00			
14195	03/24/2014	Open			Accounts Payable	Illinois State Police-Bureau of Identification	\$63.00		
	Invoice		Date	Description		Amount			
	22814		03/14/2014	cost ctr:3740-ori:ILL13562S-Larrea		\$31.50			
	214		03/18/2014	cost ctr:3740 - ori:ILL13562S - Polich		\$31.50			
14196	03/24/2014	Open			Accounts Payable	IRMA	\$3,123.88		
	Invoice		Date	Description		Amount			
	Mar14		03/14/2014	February deductible		\$3,123.88			
14197	03/24/2014	Open			Accounts Payable	J & L Electronic Service, Inc.	\$367.50		
	Invoice		Date	Description		Amount			
	87621G		03/14/2014	troubleshoot red fail indicate on moducom consoles		\$157.50			
	87613G		03/14/2014	prg console emergency alert func on all channels		\$210.00			
14198	03/24/2014	Open			Accounts Payable	J.G. Uniforms, Inc.	\$529.32		
	Invoice		Date	Description		Amount			
	33231		03/14/2014	vest cover-Zeman		\$170.00			
	33214		03/14/2014	vest cover-McGrath		\$199.32			
	33216		03/14/2014	vest cover-Bandola		\$160.00			
14199	03/24/2014	Open			Accounts Payable	Jack's Inc.	\$11.90		
	Invoice		Date	Description		Amount			
	57783		03/18/2014	hose/valve		\$11.90			
14200	03/24/2014	Open			Accounts Payable	Koczor, Daniel	\$318.32		
	Invoice		Date	Description		Amount			
	3614		03/14/2014	reimbursement for damage to vehicle caused by plow		\$318.32			
14201	03/24/2014	Open			Accounts Payable	L-K Fire Extinguisher Service	\$449.35		
	Invoice		Date	Description		Amount			
	66017		03/18/2014	fire extinguisher service		\$449.35			
14202	03/24/2014	Open			Accounts Payable	LA Fasteners Inc.	\$29.99		
	Invoice		Date	Description		Amount			
	2-62956		03/18/2014	G8 hex cap screw		\$8.09			
	2-63029		03/18/2014	air chamber hose		\$21.90			

Corporate Warrant-3/24/14

From Payment Date: 3/11/2014 - To Payment Date: 3/24/2014

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
14203	03/24/2014	Open			Accounts Payable	La Grange Pk Ace Hardware	\$189.75		
	Invoice		Date	Description		Amount			
	33114		03/14/2014	misc supplies		\$189.75			
14204	03/24/2014	Open			Accounts Payable	Lawson Products, Inc.	\$172.96		
	Invoice		Date	Description		Amount			
	9302279867		03/14/2014	gloves;ratchet tap handle set & pouch		\$172.96			
14205	03/24/2014	Open			Accounts Payable	Leslie Heating & Cooling Inc.	\$230.00		
	Invoice		Date	Description		Amount			
	S-16011		03/18/2014	replaced thermocouple		\$230.00			
14206	03/24/2014	Open			Accounts Payable	LexisNexis Risk Data Management	\$100.00		
	Invoice		Date	Description		Amount			
	1465957-20140228		03/14/2014	monthly subscription-Feb		\$100.00			
14207	03/24/2014	Open			Accounts Payable	Living Waters Consultants, Inc.	\$650.00		
	Invoice		Date	Description		Amount			
	1749		03/14/2014	Monroe bioswale/Ehlert Park prairie/wetland		\$525.00			
	1748		03/14/2014	Kiwanis bioswale native plant maint		\$125.00			
14208	03/24/2014	Open			Accounts Payable	Megapath	\$523.25		
	Invoice		Date	Description		Amount			
	48836251		03/17/2014	monthly T1 line charge		\$523.25			
14209	03/24/2014	Open			Accounts Payable	Menards-Hodgkins	\$467.13		
	Invoice		Date	Description		Amount			
	54966		03/17/2014	janitorial supplies		\$69.87			
	54937		03/17/2014	groovelock/flexogen hose		\$105.32			
	54935		03/17/2014	credit-return		(\$39.97)			
	55650		03/18/2014	stanley sortmaster/4 wheel hose reel cart		\$189.95			
	55660		03/18/2014	misc tools/supplies		\$66.42			
	55603		03/18/2014	misc supplies		\$49.46			
	55509		03/18/2014	misc supplies		\$26.08			
14210	03/24/2014	Open			Accounts Payable	Midwest Meter Inc.	\$1,462.40		
	Invoice		Date	Description		Amount			
	53299		03/18/2014	30 1/2" meter bases		\$1,462.40			
14211	03/24/2014	Open			Accounts Payable	Miner Electronics Corp	\$13,401.74		
	Invoice		Date	Description		Amount			
	97892		03/17/2014	maint contract-April-June 2014		\$571.50			
	253010		03/17/2014	equipment for 2 new police Ford explorers		\$12,830.24			
14212	03/24/2014	Open			Accounts Payable	Monroe Truck Equipment	\$2,434.86		
	Invoice		Date	Description		Amount			
	302872		03/18/2014	9-cutting edge,tpcs,hwy punch		\$2,434.86			
14213	03/24/2014	Open			Accounts Payable	Murphys Trans & Complete Auto	\$1,921.28		
	Invoice		Date	Description		Amount			
	11973		03/17/2014	repairs to #469		\$1,921.28			
14214	03/24/2014	Open			Accounts Payable	NFPA	\$165.00		
	Invoice		Date	Description		Amount			
	6076572X		03/17/2014	membership dues-Patrick Lenzi		\$165.00			

Village of Brookfield

Corporate Warrant-3/24/14

From Payment Date: 3/11/2014 - To Payment Date: 3/24/2014

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
14215	03/24/2014	Open			Accounts Payable	NICOR	\$933.29		
	Invoice		Date	Description		Amount			
	4714		03/17/2014	svc @ 4301 Elm-82999700006		\$132.84			
	414		03/17/2014	svc @ 4523 Eberly-96099700005		\$451.97			
	33114		03/17/2014	svc @ 3840 Maple-83071800003		\$348.48			
14216	03/24/2014	Open			Accounts Payable	Orkin Inc.	\$468.71		
	Invoice		Date	Description		Amount			
	91432406		03/17/2014	pest control - 3830 Maple		\$61.69			
	91432667		03/17/2014	pest control - 4301 Elm		\$47.70			
	91432405		03/17/2014	pest control - 4523 Eberly		\$57.72			
	91432407		03/17/2014	pest control - 4545 Eberly		\$60.34			
	91432403		03/17/2014	pest control - 8820 Brookfield		\$60.72			
	91432441		03/17/2014	pest control - fire stations 1&2		\$113.85			
	91432404		03/17/2014	pest control - train station		\$66.69			
14217	03/24/2014	Open			Accounts Payable	Passport Parking, LLC	\$149.50		
	Invoice		Date	Description		Amount			
	1303		03/17/2014	February 2014 mobile pay		\$149.50			
14218	03/24/2014	Open			Accounts Payable	Pinner Electric, Inc.	\$1,544.40		
	Invoice		Date	Description		Amount			
	24231		03/17/2014	street lighting repairs		\$1,544.40			
14219	03/24/2014	Open			Accounts Payable	Pleasantview Firefighters Assoc	\$39.85		
	Invoice		Date	Description		Amount			
	21814		03/17/2014	rehab incident-4116 Sunnyside		\$39.85			
14220	03/24/2014	Open			Accounts Payable	Portable John, Inc.	\$175.59		
	Invoice		Date	Description		Amount			
	A-191132		03/17/2014	weekly svc-Ehlert Park		\$175.59			
14221	03/24/2014	Open			Accounts Payable	Precision Cartridge	\$1,910.00		
	Invoice		Date	Description		Amount			
	1112		03/18/2014	bullets/ammo		\$1,910.00			
14222	03/24/2014	Open			Accounts Payable	Priority Print	\$233.70		
	Invoice		Date	Description		Amount			
	20140169		03/17/2014	remittance statements		\$46.35			
	20140201		03/17/2014	2000-tickets		\$187.35			
14223	03/24/2014	Open			Accounts Payable	Proviso Municipal League	\$425.00		
	Invoice		Date	Description		Amount			
	31814		03/17/2014	membership dues-May 1,2014-April 30, 2015		\$425.00			
14224	03/24/2014	Open			Accounts Payable	Qal-Tek Associates	\$418.40		
	Invoice		Date	Description		Amount			
	14-8803		03/17/2014	canberra ultraradiac calibration;battery door/flex circuit assy		\$418.40			
14225	03/24/2014	Open			Accounts Payable	Qualification Targets Inc.	\$224.03		
	Invoice		Date	Description		Amount			
	21400639		03/17/2014	full size silhouettes/male w/hostage/bullseye targets		\$224.03			

Corporate Warrant-3/24/14

From Payment Date: 3/11/2014 - To Payment Date: 3/24/2014

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
14226	03/24/2014	Open			Accounts Payable	Quill Corporation	\$295.99		
	Invoice		Date	Description		Amount			
	1161200		03/18/2014	die cut handle bag/flexo plate		\$295.99			
14227	03/24/2014	Open			Accounts Payable	Reliable Fire Equipment Co.	\$70.15		
	Invoice		Date	Description		Amount			
	626128		03/17/2014	recharge 15# carb-n-diox		\$70.15			
14228	03/24/2014	Open			Accounts Payable	Reliable Materials Lyons LLC	\$348.00		
	Invoice		Date	Description		Amount			
	151345		03/18/2014	dump mixed dirt/clay		\$348.00			
14229	03/24/2014	Open			Accounts Payable	Ricmar Industries	\$143.57		
	Invoice		Date	Description		Amount			
	317505		03/18/2014	pro-lube		\$143.57			
14230	03/24/2014	Open			Accounts Payable	SimplexGrinnell	\$308.31		
	Invoice		Date	Description		Amount			
	76828066		03/18/2014	contract on dpw time clock		\$308.31			
14231	03/24/2014	Open			Accounts Payable	Staples Advantage	\$333.47		
	Invoice		Date	Description		Amount			
	3224380555		03/17/2014	office supplies		\$57.35			
	3224380560		03/17/2014	office supplies		\$78.16			
	3224380559		03/17/2014	office supplies		\$88.35			
	3224380556		03/17/2014	office supplies		\$25.89			
	3225203972		03/18/2014	office supplies		\$83.72			
14232	03/24/2014	Open			Accounts Payable	Stelter, Steven	\$67.99		
	Invoice		Date	Description		Amount			
	31014		03/17/2014	ILEAS conference reimbursement		\$32.40			
	314		03/17/2014	ILEAS conference reimbursement		\$35.59			
14233	03/24/2014	Open			Accounts Payable	Suburban Laboratories, Inc.	\$115.00		
	Invoice		Date	Description		Amount			
	110183		03/17/2014	coliform presence-IEPA		\$115.00			
14234	03/24/2014	Open			Accounts Payable	Swan Cleaners	\$60.00		
	Invoice		Date	Description		Amount			
	785/798		03/17/2014	blankets laundered		\$60.00			
14235	03/24/2014	Open			Accounts Payable	Third Millennium Associates, Inc	\$1,503.33		
	Invoice		Date	Description		Amount			
	16724		03/17/2014	processing B route water bills		\$592.43			
	16684		03/17/2014	cole taylor lock box-January 2013		\$910.90			
14236	03/24/2014	Open			Accounts Payable	Timothy W. Sharpe	\$3,400.00		
	Invoice		Date	Description		Amount			
	3714		03/17/2014	actuarial valuation for VOB police & fire pension funds		\$3,400.00			
14237	03/24/2014	Open			Accounts Payable	Traffic Control & Protection	\$265.20		
	Invoice		Date	Description		Amount			
	79412		03/18/2014	25 conceal & carry symbol signs		\$265.20			
14238	03/24/2014	Open			Accounts Payable	Unifirst Corporation	\$332.42		
	Invoice		Date	Description		Amount			
	935907		03/17/2014	dpw uniforms		\$166.21			

Village of Brookfield

Corporate Warrant-3/24/14

From Payment Date: 3/11/2014 - To Payment Date: 3/24/2014

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
	937357		03/18/2014	dpw uniforms			\$166.21		
14239	03/24/2014	Open			Accounts Payable	Unique Plumbing Inc.	\$6,681.80		
	Invoice		Date	Description		Amount			
	2013739		03/18/2014	water main break--Grand Blvd & Prairie-9/18/13		\$3,236.80			
	2014222		03/18/2014	water main break-dpw Sahler & Eberly-9/18/13		\$3,445.00			
14240	03/24/2014	Open			Accounts Payable	University of Illinois - PSEP	\$150.00		
	Invoice		Date	Description		Amount			
	31314		03/17/2014	2013-14 commercial pesticide training-Polich & Fraga		\$150.00			
14241	03/24/2014	Open			Accounts Payable	VCG Uniform	\$13.50		
	Invoice		Date	Description		Amount			
	9680		03/17/2014	shipping charges		\$13.50			
14242	03/24/2014	Open			Accounts Payable	Verizon Wireless	\$2,446.76		
	Invoice		Date	Description		Amount			
	9720678578		03/17/2014	trustee ipads		\$143.36			
	9720847341		03/17/2014	vlg cell phones		\$2,303.40			
14243	03/24/2014	Open			Accounts Payable	Village of Downers Grove	\$1,042.80		
	Invoice		Date	Description		Amount			
	091940		03/17/2014	medical ins-R. Ginex-April 2014		\$1,042.80			
14244	03/24/2014	Open			Accounts Payable	West Central Municipal Conference	\$1,620.12		
	Invoice		Date	Description		Amount			
	7712		03/17/2014	EAP 2014/adm fee		\$1,620.12			
14245	03/24/2014	Open			Accounts Payable	West Cook County Solid Waste Agency	\$15,186.90		
	Invoice		Date	Description		Amount			
	3330		03/17/2014	disp/adm fees		\$15,186.90			
14246	03/24/2014	Open			Accounts Payable	West Suburban Chiefs of Police	\$100.00		
	Invoice		Date	Description		Amount			
	31914		03/18/2014	annual secretary's luncheon		\$100.00			
14247	03/24/2014	Open			Accounts Payable	Wholesale Direct Inc.	\$578.90		
	Invoice		Date	Description		Amount			
	000205920		03/17/2014	dually-flood set of 2		\$210.56			
	206085		03/18/2014	600 led brk/tail/tum red		\$368.34			
14248	03/24/2014	Open			Accounts Payable	Zep Manufacturing Co.	\$429.69		
	Invoice		Date	Description		Amount			
	9000807542		03/17/2014	cleaning supplies		\$259.66			
	9000826695		03/18/2014	janitorial supplies		\$170.03			
Type Check Totals:							97 Transactions	\$227,938.19	
EFT									
178	03/17/2014	Open			Accounts Payable	Village of Brookfield	\$322,449.49		
	Invoice		Date	Description		Amount			
	2014-00000169		03/17/2014	salaries-3/14/14		\$322,449.49			
179	03/17/2014	Open			Accounts Payable	Village of Brookfield	\$11,500.93		
	Invoice		Date	Description		Amount			
	2014-00000170		03/17/2014	fica/medicare-3/14/14		\$11,500.93			

Corporate Warrant-3/24/14

From Payment Date: 3/11/2014 - To Payment Date: 3/24/2014

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
180	03/17/2014	Open			Accounts Payable	Village of Brookfield	\$727.54		
	Invoice		Date	Description		Amount			
	2014-00000171		03/17/2014	payroll-sui-3/14/14		\$727.54			

Type EFT Totals:

PFC - PUBLIC FUND CHECKING Totals

3 Transactions

\$334,677.96

Checks	Status	Count	Transaction Amount	Reconciled Amount
	Open	97	\$227,938.19	\$0.00
	Reconciled	0	\$0.00	\$0.00
	Voided	0	\$0.00	\$0.00
	Stopped	0	\$0.00	\$0.00
	Total	97	\$227,938.19	\$0.00

EFTs	Status	Count	Transaction Amount	Reconciled Amount
	Open	3	\$334,677.96	\$0.00
	Reconciled	0	\$0.00	\$0.00
	Voided	0	\$0.00	\$0.00
	Total	3	\$334,677.96	\$0.00

All	Status	Count	Transaction Amount	Reconciled Amount
	Open	100	\$562,616.15	\$0.00
	Reconciled	0	\$0.00	\$0.00
	Voided	0	\$0.00	\$0.00
	Stopped	0	\$0.00	\$0.00
	Total	100	\$562,616.15	\$0.00

Grand Totals:

Checks	Status	Count	Transaction Amount	Reconciled Amount
	Open	97	\$227,938.19	\$0.00
	Reconciled	0	\$0.00	\$0.00
	Voided	0	\$0.00	\$0.00
	Stopped	0	\$0.00	\$0.00
	Total	97	\$227,938.19	\$0.00

EFTs	Status	Count	Transaction Amount	Reconciled Amount
	Open	3	\$334,677.96	\$0.00
	Reconciled	0	\$0.00	\$0.00
	Voided	0	\$0.00	\$0.00
	Total	3	\$334,677.96	\$0.00

All	Status	Count	Transaction Amount	Reconciled Amount
	Open	100	\$562,616.15	\$0.00
	Reconciled	0	\$0.00	\$0.00
	Voided	0	\$0.00	\$0.00
	Stopped	0	\$0.00	\$0.00
	Total	100	\$562,616.15	\$0.00

R2014-946

AGREEMENT

between the

VILLAGE OF BROOKFIELD

and the

EDWIN HANCOCK ENGINEERING COMPANY

for

FURNISHING OF PROFESSIONAL ENGINEERING SERVICES

for the

STORMWATER PUMP STATION IMPROVEMENTS PROJECT

in

BROOKFIELD, ILLINOIS

March 2014

AGREEMENT
between the
VILLAGE OF BROOKFIELD
and the
EDWIN HANCOCK ENGINEERING COMPANY
for
FURNISHING OF PROFESSIONAL ENGINEERING SERVICES
for the
STORMWATER PUMP STATION IMPROVEMENTS PROJECT
in
BROOKFIELD, ILLINOIS

THIS Agreement, made and entered into between the Village of Brookfield, hereinafter referred to as "VILLAGE", and the Edwin Hancock Engineering Co., hereinafter referred to as "ENGINEER", covers the furnishing of Professional Engineering Services necessary for the design engineering required for the installation of a stormwater pump station and emergency backup generator to provide benefit to the intersection of Prairie Avenue and Washington Avenue and the 3500 block of Forest Avenue.

The scope of the improvements to be designed will generally be as outlined in Alternate 3 included in the "Intersection Drainage Study – Prairie and Washington Avenues – February 2014" including:

1. Installation of a 5,000 gpm pump station including 120,000 gallons of underground storage and an additional 150,000 gallons of storage in a surface reservoir.
2. Additional storm sewer piping to convey water from the existing storm sewer system to the proposed pump station and/or storage facilities.
3. Emergency backup generator
4. Other related work including roadway and landscape restoration.

Design Engineering includes the preparation of plans, specifications and bidding documents for the proposed work; preparation and submittal of applications for permits required from various agencies; and performance of other necessary engineering services outlined in Section A.1. of this Agreement.

WITNESSETH THAT; in consideration of these premises and of the mutual covenants set forth,

A. THE ENGINEER AGREES; upon authorization by the VILLAGE;

1. To perform, or be responsible for the performance of, the following Design Engineering services for the proposed improvement:
 - a. Preparing preliminary design criteria.
 - b. Preparing preliminary plans.
 - c. Making engineering field topographic surveys as are necessary for the preparation of detailed plans.
 - d. Preparing and submitting necessary applications and plans to various governmental agencies, on behalf of the VILLAGE, for permission to construct the proposed site improvements.
 - e. Preparing detailed plans, specifications, bid proposals, and estimates of construction costs and furnishing the VILLAGE with sufficient sets of these documents to be used for obtaining bids from contractors.
 - f. Endorsing all plans and other documents furnished by the ENGINEER pursuant to this Agreement by showing his signature and professional seal where Law requires such.
 - g. Assisting the VILLAGE in the tabulation and interpretation of contractors' bid proposals.
2. To cause to be furnished, when required, the following services by subletting the work to a firm or firms qualified to provide the services, the selection of the firm and their fee schedule being first subject to the approval of the VILLAGE:
 - a. Investigations and analysis reports of surface and subsurface ground conditions.
 - b. Land surveys and the preparation of plats of survey or of easements if required.
3. That ENGINEER will save harmless the VILLAGE and its employees from all damages and liabilities caused by negligent or wrongful acts or omissions of ENGINEER in the performance of professional services or by anyone for whose acts ENGINEER is liable. ENGINEER shall carry insurance as agreed upon between VILLAGE and ENGINEER, including insurance covering this indemnity. Such insurance shall remain in force

until all work is completed and all final measurements and reports have been made and accepted by the VILLAGE.

B. THE VILLAGE AGREES;

1. That for the performance by the ENGINEER of the services set forth above, the VILLAGE shall pay the ENGINEER on the following basis of payment:
 - a. To pay the ENGINEER as compensation for all engineering services performed as stipulated in above Section A.1. a sum of money not to exceed \$104,400.00, unless there is a substantial change in the scope, complexity, or character of the site improvements to be constructed or there is a substantial overrun in the time necessary for the ENGINEER to complete his work due to causes beyond his control. Should such circumstances occur, adjustments in the total compensation to the ENGINEER shall be determined through discussions between the parties of the Agreement.
 - b. To pay for the subletted services as stipulated in Section A.2. at the actual cost to the ENGINEER. "Cost to ENGINEER" shall be validated by the ENGINEER furnishing the VILLAGE copies of invoices from the party doing the work. The cost for the subletted services in Section A.2. shall not be included as part of the upper limit of the ENGINEER's services as defined above.
 - c. For any related work requested of the ENGINEER that is outside the scope of this Agreement, and for the purpose of determining progress payments prior to final payment of the total fee, the costs for the engineering services rendered shall be determined by the following Schedule of Hourly Rates:

SCHEDULE OF HOURLY RATES

<u>PERSONNEL CLASSIFICATION</u>	<u>HOURLY RATE</u>
ENGINEER - VI	\$ 122.00
ENGINEER - V	\$ 117.00
ENGINEER - IV	\$ 107.00
ENGINEER - III	\$ 102.00
ENGINEER - II	\$ 82.00
ENGINEER - I	\$ 72.00
CADD MANAGER	\$ 102.00
CADD TECHNICIAN - II	\$ 92.00
CADD TECHNICIAN - I	\$ 87.00
ENGINEERING TECHNICIAN - V	\$ 102.00
ENGINEERING TECHNICIAN - IV	\$ 92.00
ENGINEERING TECHNICIAN - III	\$ 77.00
ENGINEERING TECHNICIAN - II	\$ 62.00
ENGINEERING TECHNICIAN - I	\$ 37.00
ADMINISTRATIVE ASSISTANT	\$ 62.00

2. That payment to the ENGINEER for the services rendered shall be made in the following manner:
 - a. During the progression of the work, and upon receipt of monthly invoices from the ENGINEER and the approval thereof by the VILLAGE, monthly progress payments for the work performed for engineering services shall be due and payable to the ENGINEER. Such monthly payments shall be equal to One Hundred Percent (100%) of the value of the services rendered less all previous payments made to the ENGINEER.
 - b. Upon completion of construction of the improvement and all of the ENGINEER'S obligations under this Agreement, One Hundred Percent (100%) of the total Engineering Fee, less progress payments previously made, shall be due and payable to the ENGINEER.

C. IT IS MUTUALLY AGREED;

1. ENGINEER shall neither have control over or charge of, nor be responsible for, the construction, means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the construction Work, since these are solely the contractor's rights and responsibilities under the contract documents.

2. Any claim, dispute, or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to the institution of legal proceedings by either party. The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the county where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.
3. VILLAGE and ENGINEER waive consequential damages for claims, disputes or other matters in question arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination in accordance with the terms of this Agreement.
4. This Agreement represents the entire and integrated agreement between VILLAGE and ENGINEER and supersedes all prior negotiations, representations, or agreements, either written or oral. This Agreement may be amended only by written instruments signed by both parties hereto.

In witness whereof, the parties have caused this Agreement to be executed in duplicate counterparts, each of which shall be considered as an original, by their duly authorized officers as of the dates below indicated.

Executed by the VILLAGE, this

_____ day of _____, 2014

VILLAGE OF BROOKFIELD
Cook County, Illinois
Acting through its
President and Board of Trustees

By _____
Kit Ketchmark, Village President

ATTEST:

By _____
Catherine Colgrass-Edwards, Village Clerk

(SEAL)

Executed by the ENGINEER, this

_____ day of _____, 2014

EDWIN HANCOCK ENGINEERING COMPANY
9933 ROOSEVELT ROAD
WESTCHESTER, ILLINOIS 60154

By _____
Derek Treichel, P.E., President

ATTEST:

By _____
Mark Lucas, Vice President

(SEAL)

GENERAL CONDITIONS ATTACHMENT TO ENGINEERING AGREEMENT

A. THE ENGINEER AGREES:

1. That the ENGINEER shall procure and maintain for the duration of its AGREEMENT and for three years thereafter insurance against errors and omissions and claims for injuries to its employees which may rise from or are in conjunction with the performance of the work hereunder by the ENGINEER, its agents, representatives, employees, or subcontractors.

a. Minimum Scope of Insurance

Coverage shall be at least as broad as:

- (1) Insurance Services Office Commercial General Liability occurrence form CG 0001 (Ed. 11/85);
- (2) Insurance Services Office form number CA 0001 (ed. 1/87) covering Automobile Liability, symbol 01 "any auto" and endorsement CA 0029 (Ed. 12/88) changes in Business Auto and Truckers coverage forms - Insured Contract or ISO form number CA 0001 (Ed. 12/90);
- (3) Professional Liability/Malpractice Liability policy; and
- (4) Worker's Compensation as required by the Labor Code of the State of Illinois and Employers' Liability insurance.

b. Minimum Limits of Insurance

The ENGINEER shall maintain limits no less than:

- (1) Commercial General Liability: \$1,000,000 combined single limit per occurrence for bodily injury, personal injury, and property damage. The general aggregate shall be twice the required occurrence limit. Minimum General Aggregate shall be no less than \$2,000,000.
- (2) Automobile Liability: \$1,000,000 combined single limit per accident or bodily injury and property damage.
- (3) Professional Liability: \$1,000,000 single limit for errors and omissions, professional/malpractice liability.
- (4) Worker's Compensation and Employers' Liability: Worker's Compensation limits as required by the Labor Code of the State of Illinois and Employers' Liability limits of \$100,000 per accident.

c. **Deductibles and Self-Insured Retentions**

Any deductibles or self-insured retentions must be declared to and approved by the VILLAGE. At the option of the VILLAGE, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the VILLAGE, its officials, employees and volunteers; or the ENGINEER shall procure a bond guaranteeing payment of losses and related investigation, claim administration and defense expenses.

d. **Other Insurance Provisions**

The policies are to contain, or be endorsed to contain the following provisions:

(1) **General Liability and Automobile Liability Coverages**

- (a) The VILLAGE, its officials, employees and volunteers are to be covered as additional insured as respects: liability arising out of activities performed by or on behalf of the ENGINEER; or automobiles owned, lease, hired or borrowed by the ENGINEER. The coverage shall contain no special limitations on the scope of protection afforded to the VILLAGE, its officials, employees, and volunteers.
- (b) The ENGINEER's insurance coverage shall be primary as respects the additional insureds. Any insurance or self-insurance maintained by the VILLAGE, its officials, agents, employees, and volunteers shall be excess of ENGINEER's insurance and shall not contribute with it.
- (c) Any failure to comply with reporting provisions of the policies shall not effect coverage provided to the VILLAGE, its officials, agents, employees, and volunteers.
- (d) The ENGINEER's insurance shall contain a severability of interests clause or language stating that ENGINEER's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

(2) All Coverages

Each insurance policy required by this clause shall be endorsed to state that the coverage shall not be voided, canceled, reduced in coverage or in limits except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the VILLAGE.

e. **Acceptability of Insurers**

The insurance carrier used by the ENGINEER shall have a minimum insurance rating of B according to the AM Best Insurance Rating Schedule and licensed to do business in the State of Illinois.

f. **Verification of Coverage**

The ENGINEER shall furnish the VILLAGE with certificates of insurance and with copies of endorsements affecting coverage. The certificates and endorsement for the insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates and endorsements may be on forms provided by the insurance carrier and are to be received and approved by the VILLAGE before any work commences. The VILLAGE reserves the right to request full certified copies of the insurance policies.

2. To the fullest extent permitted by law, the ENGINEER shall indemnify and hold harmless the VILLAGE, its officials, employees and volunteers against all injuries, deaths, loss, damages, claims, suits, liabilities, judgments, cost and expenses, which may in anyway accrue against the VILLAGE, its officials, employees and volunteers, arising in whole or in part in consequence of the negligent or wilful performance of this work by the ENGINEER, its employees, or subcontractors, or which may in anyway result therefore, except that arising out of the negligence or willful act of the VILLAGE, its officials, employees and volunteers. The ENGINEER shall, at its own expense, appear, defend and pay all charges of attorneys and all costs and other expenses arising therefore or incurred in conjunction therewith, and, if any judgment shall be rendered against the VILLAGE, its officials, agents, employees and volunteers, in any such action, the ENGINEER shall, at its own expense, satisfy and discharge the same.
3. Any insurance policies required by this AGREEMENT, or otherwise provided by the ENGINEER, shall in no way limit the responsibility to indemnify, keep and save harmless and defend the VILLAGE, its officials, agents, employees and volunteers and herein provided.

4. The ENGINEER will comply with all applicable federal and Illinois statutes, and local ordinances of the VILLAGE and shall operate within and uphold the ordinances, rules and regulations of the VILLAGE while engaged in services herein described.
5. The VILLAGE reserves the right by written change order or amendment to make changes in requirements, amount of work, or engineering time schedule adjustments; and ENGINEER and VILLAGE shall negotiate appropriate adjustments acceptable to both parties to accommodate such changes.
6. The VILLAGE may, at any time, by written order to ENGINEER (Suspension of Services Order) require ENGINEER to stop all, or any part, of the services required by this AGREEMENT. Upon receipt of such an order, ENGINEER shall immediately comply with its terms and take all reasonable steps to minimize the costs associated with the services affected by such order. The VILLAGE, however, shall pay all costs incurred by the suspension, including all costs necessary to maintain continuity and for the resumptions of the services upon expiration of the Suspension of Services Order.
7. This AGREEMENT may be terminated by the VILLAGE by removal of the ENGINEER from the office of Village Engineer as provided by statute, upon written notice to the ENGINEER, at its last known post office address. Provided that should this AGREEMENT be terminated by the VILLAGE, the ENGINEER shall be paid for any services completed and any services partially completed. All field notes, test records, drawings, and reports completed or partially completed at the time of termination shall become the property of, and made available to, the VILLAGE. Within five (5) days after notification and request, the ENGINEER shall deliver to the successor Village Engineer all property, books and effects of every description in its possession belonging to the VILLAGE and pertaining to the office of Village Engineer.
8. This AGREEMENT may additionally be terminated by the VILLAGE upon written notice to the ENGINEER, at its last known post office address, upon the occurrence of any one or more of the following events, without cause and without prejudice to any other right or remedy:
 - a. If ENGINEER commences a voluntary case under any chapter of the Bankruptcy Code (Title 11, United States Code), as now or hereinafter in effect, or if ENGINEER takes any equivalent or similar action by filing a petition or otherwise under any other federal or state law in effect at such time relating to the bankruptcy or insolvency;
 - b. If a petition is filed against ENGINEER under any chapter of the Bankruptcy Code as now or hereafter in effect at the time of filing,

or if a petition is filed seeking any such equivalent or similar relief against ENGINEER under any other federal or state law in effect at the time relating to bankruptcy or insolvency.

- c. If ENGINEER makes a general assignment for the benefit of creditors;
 - d. If a trustee, receiver, custodian or agent of ENGINEER is appointed under applicable law or under contract, whose appointment or authority to take charge of property of ENGINEER is for the purpose of enforcing a Lien against such property or for the purpose of general administration of such property for the benefit of ENGINEER's creditors;
 - e. If ENGINEER admits in writing an inability to pay its debts generally as they become due;
9. Upon termination, the ENGINEER shall deliver to the VILLAGE, copies of partially completed drawings, specifications, partial and completed estimates, and data, if any, from investigations and observations, with the understanding that all such material becomes the property of the VILLAGE. In such case, ENGINEER shall be paid for all services and any expense sustained, less all costs incurred by the VILLAGE to have the services performed which were to have been performed by the ENGINEER.
10. The ENGINEER is qualified technically and is conversant with the laws and regulations applicable to the PROJECT and sufficient, properly trained, and experienced personnel will be retained to perform the services enumerated herein.
11. The ENGINEER will maintain all books, documents, papers, accounting records, and other evidence pertaining to its costs incurred and to make such materials available at the ENGINEER's office at all reasonable times during the AGREEMENT period and retain such records for a period of three (3) years from the date of final payment under this AGREEMENT.
12. The ENGINEER warrants that he has not employed or retained any company or person, other than an employee working solely for the ENGINEER, to secure this AGREEMENT; and he has not paid or agreed to pay any company or person any fee, commission, percentage, brokerage fee, gifts, or any other consideration, contingent upon or resulting from the award or making of this AGREEMENT. For breach or violation of this warranty, the VILLAGE shall have the right to annul this AGREEMENT without liability, or, in its discretion, to deduct from the AGREEMENT price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gifts, or contingent fee.

13. The ENGINEER, during the period commencing upon the execution of this AGREEMENT and concluding one year following the completion of the PROJECT, shall not accept employment from any developer developing land within the VILLAGE or any contractor, subcontractor or material supplier performing work or supplying material to the VILLAGE without the express written consent of the VILLAGE.
14. This AGREEMENT shall be deemed to be exclusive between the VILLAGE and the ENGINEER. This AGREEMENT shall not be assigned by the ENGINEER without first obtaining permission in writing from the VILLAGE.
15. All books, papers, notes, records, lists, data, files, forms, reports, accounts, documents, manuals, handbooks, instructions, computer programs, computer software, computer disks and diskettes, magnetic media, electronic files, printouts, backups, and computer databases created or modified by the ENGINEER relating in any manner to the work performed by the ENGINEER or by anyone else and used by the ENGINEER in performance of this services under this AGREEMENT (the "Work") shall be a "work made for hire" as defined by the laws of the United States regarding copyrights.
16. The ENGINEER hereby assigns to the VILLAGE and its successors and assigns all of its right, title, interest and ownership in the Work, including but not limited to copyrights, trademarks, patents, and trade secret rights and the rights to secure any renewals, reissues, and extensions thereof. ENGINEER grants permission to the VILLAGE to register the copyright and other rights in the Work in the VILLAGE's name. ENGINEER shall give the VILLAGE or any other person designated by the VILLAGE all assistance reasonably necessary to perfect its rights under this AGREEMENT and to sign such applications, documents, assignment forms and other papers as the VILLAGE requests from time to time to further confirm this assignment. ENGINEER further grants to the VILLAGE full, complete and exclusive ownership of the Work. ENGINEER shall not use the Work for the benefit of anyone other than the VILLAGE, without the VILLAGE's prior written permission. Upon completion of the Work or other termination of this AGREEMENT the ENGINEER shall deliver to the VILLAGE all copies of any and all materials relating or pertaining to this AGREEMENT.
17. The drawings, specifications, reports, and any other PROJECT documents prepared by ENGINEER in connection with any or all of the services furnished hereunder shall be delivered to the VILLAGE for the use of the VILLAGE. The ENGINEER shall have the right to retain originals of all PROJECT documents and drawings for its files. Furthermore, it is understood and agreed that the PROJECT documents such as, but not limited to reports, calculations, drawings, and

specifications prepared for the PROJECT, whether in hard copy or machine readable form, are instruments of professional service intended for one-time use in the construction of this PROJECT. The VILLAGE may retain copies, including copies stored on magnetic tape or disk, for information and reference in connection with the occupancy and use of the PROJECT. Any reuse of PROJECT documents, without the express written consent of the ENGINEER, shall be at VILLAGE's sole risk, and the VILLAGE shall indemnify and hold harmless the ENGINEER from all claims, damages, losses, and expenses including attorney's fees arising out of or resulting therefrom. When and if record drawings are to be provided by the ENGINEER, the information used in the preparation of record drawings is provided by others and ENGINEER is not responsible for accuracy, completeness, nor sufficiency of such information. The level of detail illustrated by record drawings will generally be the same as the level of detail illustrated by the design drawing used for PROJECT construction. If additional detail is requested by the VILLAGE to be included on the record drawings, then the ENGINEER will be due additional compensation for additional services. The ENGINEER shall have the right to include representations of the design of the PROJECT, including photographs of the exterior and interior, among the ENGINEER's promotional and professional materials. The ENGINEER's materials shall not include the VILLAGE's confidential and proprietary information.

18. The ENGINEER will not at any time, either directly or indirectly, disclose, use or communicate or attempt to disclose, use or communicate to any person, firm, or corporation any confidential information or any other information concerning the business, services, finances or operations of the VILLAGE except as expressly authorized by the VILLAGE. ENGINEER shall treat such information at all times as confidential. ENGINEER acknowledges that each of the following can contain confidential information of the VILLAGE and that the disclosure of any of the following by the ENGINEER without the VILLAGE's express authorization would be harmful and damaging to the VILLAGE's interests:
 - a. Compilations of resident names and addresses, resident lists, resident payment histories, resident information reports, any other resident information, computer programs, computer software, printouts, backups, computer disks and diskettes, and computer databases and which are not otherwise known to the public.
 - b. All information relating to the Engineering Services being performed by ENGINEER under this AGREEMENT, regardless of its type or form and which are not otherwise known to the public.

- c. Ideas, concepts, designs and plans which are specifically involved with the Engineering Services being performed by ENGINEER under this AGREEMENT which are created, designed, enhanced by the ENGINEER and which are not otherwise known to the public.
- d. Financial information and police records.

This itemization of confidential information is not exclusive; there may be other information that is included within this covenant of confidentiality. This information is confidential whether or not it is expressed on paper, disk, diskette, magnetic media, optical media, monitor, screen, or any other medium or form of expression. The phrase "directly or indirectly" includes, but is not limited to, acting through ENGINEER's wife, children, parents, brothers, sisters, or any other relatives, friends, partners, trustees, agents or associates.

- 19. All books, papers, records, lists, files, forms, reports, accounts, documents, manuals, handbooks, instructions, computer programs, computer software, computer disks and diskettes, printouts, backups, and computer databases relating in any manner to the VILLAGE's business, services, programs, software or residents, whether prepared by ENGINEER or anyone else, are the exclusive property of the VILLAGE. In addition, all papers, notes, data, reference material, documentation, programs, diskettes (demonstration or otherwise), magnetic media, optical media, printouts, backups, and all other media and forms of expression that in any way include, incorporate or reflect any confidential information of the VILLAGE (as defined above) are the exclusive property of the VILLAGE. ENGINEER shall immediately return said items to the VILLAGE upon termination of ENGINEER's engagement or earlier at the VILLAGE's request at any time.
- 20. In the event of breach of the confidentiality provisions of this AGREEMENT, it shall be conclusively presumed that irreparable injury would result to the VILLAGE and there would be no an adequate remedy at law. The VILLAGE shall be entitled to obtain temporary and permanent injunctions, without bond and without proving damages, to enforce this AGREEMENT. The VILLAGE is entitled to damages for any breach of the injunction, including but not limited to compensatory, incidental, consequential, exemplary and punitive damages. The confidentiality provisions of this AGREEMENT survive the termination or performance of this AGREEMENT.
- 21. The ENGINEER will comply with all laws, codes, ordinances and regulations which are in effect as of the date of this AGREEMENT.

22. The ENGINEER's opinions of probable PROJECT construction cost provided for herein are to be made on the basis of the ENGINEER's experience and qualifications and represent the ENGINEER's judgment as a design professional familiar with the construction industry, but the ENGINEER does not guarantee that proposal, bids or the construction cost will not vary from opinions of probable construction cost prepared by the ENGINEER.
23. The VILLAGE, for and in consideration of the rendering of the engineering services enumerated herein shall pay to the ENGINEER for rendering such services the fee hereinbefore established in the following manner:
 - a. Upon receipt of monthly statements from the ENGINEER and the approval thereof by the VILLAGE, payments for the work performed shall be due and payable to the ENGINEER within 30 days after approval by the VILLAGE.
 - b. Payments shall be made in accordance with the Local Government Prompt Payment Act (50 ILCS 505/1 et seq.).
24. This AGREEMENT may be terminated by the ENGINEER by resignation from the office of Village Engineer, upon thirty (30) days' written notice to the VILLAGE should the VILLAGE fail substantially to perform in accordance with the terms of this AGREEMENT through no fault of the ENGINEER. Upon such termination, the ENGINEER shall make available to the VILLAGE, copies of partially completed drawings, specifications, partial and completed estimates, and data, if any, from investigations and observations, with the understanding that all such material becomes the property of the VILLAGE. The ENGINEER shall be paid promptly for all services provided to the date of termination.
25. The ENGINEER is an independent contractor in the performance of this AGREEMENT, and it is understood that the parties have not entered into any joint venture or partnership with the other. The ENGINEER shall not be considered to be the agent of the VILLAGE. Nothing contained in this AGREEMENT shall create a contractual relationship with a cause of action in favor of a third party against either the VILLAGE or ENGINEER.
26. Written notices between the VILLAGE and the ENGINEER shall be deemed sufficiently given after being placed in the United States mail, registered or certified, postage pre-paid, addressed to the appropriate party as follows:
 - a. If to the VILLAGE:
VILLAGE OF BROOKFIELD
8820 Brookfield Avenue
Brookfield, Illinois 60513
Attn: Riccardo F. Ginex, Village Manager

- b. If to the ENGINEER:
EDWIN HANCOCK ENGINEERING COMPANY.
9930 Roosevelt Road
Westchester, Illinois 60154-2780
Attn: Derek Treichel, P.E., President
 - c. Either party may change its mailing address by giving written notice to the other party as provided above. Whenever this AGREEMENT requires one party to give the other notice, such notice shall be given only in the form and to the addresses described in this paragraph.
- 27. This AGREEMENT represents the entire and integrated contract between the parties and supersedes all prior negotiations, representations or understandings, whether written or oral. This AGREEMENT may only be amended by written instrument executed by authorized signatories of the VILLAGE and the ENGINEER.
 - 28. The terms of this AGREEMENT shall be binding upon and inure to the benefit of the parties and their respective successors.
 - 29. The waiver of one party of any breach of this AGREEMENT or the failure of one party to enforce at any time, or for any period of time, any of the provisions hereof, shall be limited to the particular instance, shall not operate or be deemed to waive any future breaches of this AGREEMENT and shall not be construed to be a waiver of any provision, except for the particular instance.
 - 30. If any term, covenant, or condition of this AGREEMENT or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this contract shall not be affected thereby, and each term, covenant or condition of this AGREEMENT shall be valid and shall be enforced to the fullest extent permitted by law.
 - 31. This AGREEMENT shall be construed under and governed by the laws of the State of Illinois, and all actions brought to enforce the dispute resolution provisions of this AGREEMENT shall be so brought in the Circuit Court of Cook County, State of Illinois.

B. CERTIFICATION OF ENGINEER

- 1. The ENGINEER certifies that the ENGINEER, its shareholders holding more than five percent (5%) of the outstanding shares of the ENGINEER, its officers and directors are:
 - a. not delinquent in the payment of taxes to the Illinois Department of Revenue in accordance with 65 ILCS 5/11-42.1-1;

- b. not barred from contracting as a result of a violation of either Section 33E-3 (bid rigging) or Section 33E-4 (bid rotating) of the Criminal Code of 1961 (720 ILCS 5/33E-3 and 5/33E-4);
- c. not in default, as defined in 5 ILCS 385/2, on an educational loan, as defined in 5 ILCS 385/1;
- d. in compliance with the Veterans Preference Act (330 ILCS 55/0.01 *et seq.*)
- e. in compliance with equal employment opportunities and during the performance of the AGREEMENT, the ENGINEER shall:
 - (1) Not discriminate against any employee or applicant for employment because of race, color, religion, sex, marital status, national origin or ancestry, age, physical or mental handicap unrelated to ability, or an unfavorable discharge from military service; and further that it will examine all job classifications to determine if minority persons or women are underutilized and will take appropriate affirmative action to rectify any such underutilization.
 - (2) If it hires additional employees in order to perform this AGREEMENT or any portion hereof, it will determine the availability (in accordance with the Illinois Department of Human Right's Rules and Regulations) of minorities and women in the area(s) from which it may reasonably recruit and it will hire for each job classification for which employees are hired in such a way that minorities and women are not underutilized.
 - (3) In all solicitations or advertisements for employees placed by it or on its behalf, it will state that all applicants will be afforded equal opportunity without discrimination because of race, color, religion, sex, marital status, national origin or ancestry, age, physical or mental handicap unrelated to ability, or an unfavorable discharge from military service.
 - (4) Send to each labor organization or representative of workers with which it has or is bound by a collective bargaining or other agreement or understanding, a notice advising such labor organization or representative of the ENGINEER's obligations under the Illinois Human Rights Act and the Department's Rules and Regulations. If any such labor organization or representative fails or refuses to cooperate with the ENGINEER in its efforts to comply with such Act

and Rules and Regulations, the ENGINEER will promptly so notify the Illinois Department of Human Rights and the VILLAGE and will recruit employees from other sources when necessary to fulfill its obligations thereunder.

- (5) Submit reports as required by the Illinois Department of Human Rights, Rules and Regulations, furnish all relevant information as may from time to time be requested by the Department or the contracting agency, and in all respects comply with the Illinois Human Rights Act and the Department's Rules and Regulations.
 - (6) Permit access to all relevant books, records, accounts, and work sites by personnel of the contracting agency and the Illinois Department of Human Rights for purposes of investigation to ascertain compliance with the Illinois Human Rights Act and the Department's Rules and Regulations.
 - (7) Not maintain or provide for its employees any segregated facilities at any of its establishments, and not permit its employees to perform their services at any location, under its control, where segregated facilities are maintained. As used in this section, the term "segregated facilities" means any waiting rooms, work areas, restrooms and washrooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, creed, color, or national origin because of habit, local custom, or otherwise.
- f. in compliance with 775 ILCS 5/2-105(A)(4) by having in place and enforcing a written sexual harassment policy.
 - g. in agreement that in the event of non-compliance with the provisions of this certification relating to equal employment opportunity, the Illinois Human Rights Act or the Illinois Department of Human Rights, Rules and Regulations, the ENGINEER may be declared ineligible for future contracts with the VILLAGE, and this AGREEMENT may be canceled or voided in whole or in part, and such other sanctions or penalties may be imposed or remedies invoked as provided by statute or regulation.
 - h. in compliance with 30 ILCS 580/1 et seq. (Drug Free Workplace Act) by providing a drug-free workplace by:
 - (1) Publishing a statement:

- (a) Notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance, including cannabis, is prohibited in the ENGINEER's workplace.
 - (b) Specifying the actions that will be taken against employees for violations of such prohibition.
 - (c) Notifying the employee that, as a condition of employment on such AGREEMENT, the employee will:
 - (i) abide by the terms of the statement; and
 - (ii) notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction.
- (2) Establishing a drug-free awareness program to inform employees about:
 - (a) the dangers of drug abuse in the workplace;
 - (b) the ENGINEER's policy of maintaining a drug-free workplace;
 - (c) any available drug counseling, rehabilitation, and employee assistance program; and
 - (d) the penalties that may be imposed upon employees for drug violations.
- (3) Making it a requirement to give a copy of the statement required by subparagraph B.1.h.(1) to each employee engaged in the performance of the AGREEMENT, and to post the statement in a prominent place in the workplace.
- (4) Notifying the VILLAGE within ten (10) days after receiving notice under Subparagraph B.1.h.(1)(c) (ii) from any employee or otherwise receiving actual notice of such conviction.
- (5) Imposing a sanction on, or requiring the satisfactory participation in a drug abuse assistance or rehabilitation program by any employee who is so convicted, as required by 30 ILCS 580/5.

- (6) Assisting employees in selecting a course of action in the event drug counseling treatment and rehabilitation is required and indicating that a trained referral team is in place.
- (7) Making a good faith effort to continue to maintain a drug-free workplace through implementation of this section.
- i. in compliance with the Code of Ordinances of the Village of Brookfield, in that no Village of Brookfield official, spouse or dependent child of a Village of Brookfield official, agent on behalf of any Village of Brookfield official or trust in which a Village of Brookfield official, the spouse or dependent child of a Village of Brookfield official or a beneficiary is a holder of more than five percent (5%) of the ENGINEER.
- j. in compliance with the Code of Ordinances of the Village of Brookfield, in that no officer or employee of the Village of Brookfield has solicited any gratuity, discount, entertainment, hospitality, loan, forbearance, or other tangible or intangible item having monetary value including, but not limited to cash, food and drink, and honoraria for speaking engagements related to or attributable to the government employment or the official position of the employee or officer from the ENGINEER.

ORDINANCE NO. 2014-19

AN ORDINANCE AMENDING SECTION 54-647 ENTITLED "PROHIBITED IN CERTAIN PLACES GENERALLY OF DIVISION I ENTITLED "GENERALLY" OF ARTICLE IX ENTITLED "STOPPING, STANDING AND PARKING OF CHAPTER 54 ENTITLED "TRAFFIC AND MOTOR VEHICLES" OF THE CODE OF ORDINANCES, VILLAGE OF BROOKFIELD, ILLINOIS

**PASSED AND APPROVED BY
THE PRESIDENT AND BOARD OF TRUSTEES
THE 24TH DAY OF MARCH 2014**

Published in pamphlet form by
Authority of the Corporate
Authorities of Brookfield, Illinois
the 24th day of March 2014

ORDINANCE NO. 2014-19

AN ORDINANCE AMENDING SECTION 54-647 ENTITLED "PROHIBITED IN CERTAIN PLACES GENERALLY OF DIVISION I ENTITLED "GENERALLY" OF ARTICLE IX ENTITLED "STOPPING, STANDING AND PARKING OF CHAPTER 54 ENTITLED "TRAFFIC AND MOTOR VEHICLES" OF THE CODE OF ORDINANCES, VILLAGE OF BROOKFIELD, ILLINOIS

WHEREAS, Section 11-208(a)(1) of the Illinois Vehicle Code (625 ILCS 5/11-208(a)(1)) authorizes the corporate authorities of the Village of Brookfield to regulate the standing or parking of motor vehicles on streets under the jurisdiction of the Village;

WHEREAS, various streets in the Village of Brookfield are under the exclusive jurisdiction of the Village of Brookfield;

WHEREAS, Section 11-1303(a)(2)(a) of the Illinois Vehicle Code (625 ILCS 5/11-1303(a)(2)(a)) prohibits the standing or parking of motor vehicles in front of a public or private driveway on streets under the jurisdiction of the Village;

WHEREAS, the corporate authorities of the Village of Brookfield deem it necessary, desirable and in the public interest to amend Section 54-647 entitled "Prohibited in certain places generally of Division I entitled "Generally" of Article IX entitled "Stopping, Standing and Parking of Chapter 54 entitled "Traffic and Motor Vehicles" of the Code of Ordinances, Brookfield, Illinois, to restrict parking in front of a public or private driveway in the Village of Brookfield.

NOW, THEREFORE, BE IT ORDAINED by the President and Board of Trustees of the Village of Brookfield, Illinois, as follows:

Section 1. Recitals.

The facts and statements contained in the preambles to this Ordinance are found to be true and correct and are hereby adopted as part of this Ordinance.

Section 2: Amendment of Section 54-647 of the Code of Ordinances.

Section 54-647 entitled "Prohibited in certain places generally" of Division I entitled "Generally" of Article IX entitled "Stopping, Standing and Parking" of Chapter 54 entitled "Traffic and Motor Vehicles" of the Code of Ordinances, Brookfield, Illinois, as amended, be and is hereby further amended to read as follows:

Sec. 54-647. Prohibited in certain places generally.

No person shall stop, stand, or park a vehicle, except when necessary to avoid a conflict with other traffic or in compliance with the direction of a police officer or traffic-control device in any of the following places:

- (1) On a sidewalk.
- (2) In front of a public or private driveway, alley or garage.
- (3) Within an intersection.
- (4) Within 15 feet of a fire hydrant, measured parallel to the curbline in both directions.
- (5) On a crosswalk.
- (6) Within 20 feet of a crosswalk at an intersection.
- (7) Within 30 feet upon the approach to any flashing beacon, stop sign, or traffic-control signal located at the side of a roadway.
- (8) Within 50 feet of the nearest rail of a railroad grade crossing.
- (9) Within 20 feet of the driveway entrance to any fire station and on the side of the street opposite the entrance to any fire station within 75 feet of such entrance when properly signposted.
- (10) Alongside or opposite any street excavation or obstruction when such stopping, standing, or parking would obstruct traffic.
- (11) On the roadway side of any vehicle stopped or parked at the edge or curb of a street.
- (12) Upon any bridge or other elevated structure upon a highway or within a highway tunnel.

(13) At any place where official signs prohibit stopping.

(14) On any street in front or beside a gasoline filling station.

Section 3: Repealer. All ordinances or parts of ordinances in conflict with these ordinance revisions and additions are repealed, insofar as a conflict may exist.

Section 4. Effective Date.

This Ordinance shall take effect ten (10) days following its passage, approval and publication in pamphlet form and following the erection of appropriate signage as authorized herein and required by law.

ADOPTED this 24th day of March 2014 pursuant to a roll call vote as follows:

AYES: _____

NAYS: _____

ABSENT: _____

ABSTENTION: _____

APPROVED by me this 24th day of March 2014.

Kit P. Ketchmark, President of the
Village of Brookfield, Cook County, Illinois

ATTESTED and filed in my office,
and published in pamphlet form
this 24th day of March 2014.

Catherine Colgrass-Edwards, Clerk of the
Village of Brookfield, Cook County, Illinois

ORDINANCE NO. 2014 – 20

**AN ORDINANCE AUTHORIZING THE PURCHASE
OF A 2014 MORBARK MODEL M18R BRUSH CHIPPER AND THE DISPOSAL OF
SURPLUS PROPERTY BY THE VILLAGE OF BROOKFIELD, ILLINOIS**

**PASSED AND APPROVED BY
THE PRESIDENT AND BOARD OF TRUSTEES
THE 24TH DAY OF MARCH 2014.**

Published in Pamphlet form by
Authority of the Corporate Authorities
of the Village of Brookfield, Illinois,
this 24th day of March 2014.

ORDINANCE NO. 2014 – 20

**AN ORDINANCE AUTHORIZING THE PURCHASE
OF A 2014 MORBARK MODEL M18R BRUSH CHIPPER AND THE DISPOSAL OF
SURPLUS PROPERTY BY THE VILLAGE OF BROOKFIELD, ILLINOIS**

WHEREAS, the Village of Brookfield (the "Village"), a body politic and corporate, duly organized and existing as a municipal corporation of the State of Illinois, is authorized by the laws of the State of Illinois to purchase and acquire personal property for the benefit of the Village and its inhabitants and to enter into contracts with respect thereto;

WHEREAS, the corporate authorities of the Village deem it for the benefit of the Village and for the efficient and effective administration thereof that the Village purchase and acquire one (1) 2014 Morbark Model M18R Brush Chipper for the public works department constituting personal property necessary for the Village to perform essential governmental functions;

WHEREAS, in the opinion of two-thirds of the corporate authorities of the Village, it is advisable, necessary and in the public interest that the Village waive newspaper advertisement for bids, waive the procedure prescribed for the submission of competitive bids, solicit proposals in the open market and purchase one (1) 2014 Morbark Model M18R Brush Chipper, from Alexander Equipment Company, Inc., 4728 Yender Avenue, Lisle, Illinois 60532, the price to be paid by the Village having been established by the United States General Services Administration;

WHEREAS, in the opinion of two-thirds of the corporate authorities of the Village, it is advisable, necessary and in the public interest that the Village issue a Purchase Order for the purchase and acquisition of one (1) 2014 Morbark Model M18R Brush

Chipper from Alexander Equipment Company, Inc., 4728 Yender Avenue, Lisle, Illinois 60532 to be therein described on the terms and conditions therein provided;

WHEREAS, pursuant to Section 11-76-4 of the Illinois Municipal Code, 65 ILCS 5/11-76-4, the corporate authorities of the Village are expressly authorized to sell personal property in such manner as they may designate with or without advertising the sale when, in the opinion of a majority of the corporate authorities then holding office, the personal property is no longer necessary or useful to the Village; and

WHEREAS, a majority of the Village's corporate authorities have determined that certain personal property owned by the Village is no longer necessary or useful to or in the best interests of the Village and that such property should be disposed of in the manner provided for in this ordinance;

NOW, THEREFORE, BE IT ORDAINED by the Board of Trustees of the Village of Brookfield as follows:

Section 1: The facts and statements contained in the preamble to this Ordinance are found to be true and correct and are hereby adopted as part of this Ordinance.

Section 2: It is hereby determined that it is advisable, necessary and in the public interest that the Village of Brookfield waive newspaper advertisement for bids, waive the procedure prescribed for the submission of competitive bids and solicit proposals in the open market for the purchase of, negotiate a satisfactory agreement and issue a purchase order for the purchase of one (1) 2014 Morbark Model M18R Brush Chipper, from Alexander Equipment Company, Inc., 4728 Yender Avenue, Lisle, Illinois 60532.

Section 3: It is hereby determined that the Village, after due negotiation, has received a satisfactory proposal for one (1) 2014 Morbark Model M18R Brush Chipper, from Alexander Equipment Company, Inc., 4728 Yender Avenue, Lisle, Illinois 60532.

Section 4: It is hereby determined that it is advisable, necessary and in the public interest that the Village shall issue and that the Village Manager shall be and is hereby authorized and directed to execute a purchase order for one (1) 2014 Morbark Model M18R Brush Chipper, from Alexander Equipment Company, Inc., 4728 Yender Avenue, Lisle, Illinois 60532, a copy of which purchase order is attached hereto as Exhibit "A" with such insertions, omissions and changes as shall be approved by the Village Manager, the execution of such documents being conclusive evidence of such approval; and the Village Manager is hereby authorized and directed to execute, and the Village Clerk of the Village is hereby authorized and directed to attest, countersign and deliver such documents to the respective parties thereto, as may be necessary and proper to carry out, give effect to and consummate the transactions contemplated herein.

Section 5: Certain personal property, which is now owned by the Village and is described on Exhibit "B" attached hereto and made a part hereof is hereby declared by the corporate authorities to be surplus personal property of the Village; and the corporate authorities hereby find that such personal property is no longer necessary or useful to the Village and that the best interests of the Village will be served by its disposal as surplus personal property.

Section 6: The Village Manager or his designee is authorized to sell the surplus personal property as identified in Exhibit "B" of this ordinance in such manner as he may determine is in the best interests of the Village with or without advertising the sale.

Section 7: The officers and employees of the Village shall take all action necessary or reasonably required by the parties to carry out, give effect to and consummate the transactions contemplated hereby and to take all action necessary in conformity therewith, including, without limitation, the execution and delivery of any closing and other documents required to be delivered in connection with the Purchase Order and the disposal of the surplus property.

Section 8: If any section, paragraph, clause or provision of this ordinance shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such section, paragraph, clause or provision shall not affect any of the remaining provisions of this ordinance.

Section 9: All ordinances or parts thereof inconsistent herewith are hereby repealed to the extent only of such inconsistency. This repealer shall not be construed as reviving any resolution or ordinance or part thereof.

[THE REMAINDER OF THIS PAGE IS LEFT BLANK INTENTIONALLY.]

Section 10: This ordinance shall be in full force and effect after its passage by two-thirds of all the trustees holding office, approval and publication in pamphlet form as provided by law.

ADOPTED this 24th day of March 2014, pursuant to a roll call vote as follows:

AYES: _____

NAYS: _____

ABSENT: _____

ABSTENTION: _____

APPROVED by me this 24th day of March 2014.

Kit P. Ketchmark, President of the
Village of Brookfield, Cook County, Illinois

ATTESTED and filed in my office,
and published in pamphlet form
this 24th day of March 2014.

Catherine Colgrass-Edwards, Clerk of the
Village of Brookfield, Cook County, Illinois

Exhibit "A"

PURCHASE ORDER TERMS AND CONDITIONS

**ALEXANDER EQUIPMENT COMPANY, INC.
VILLAGE OF BROOKFIELD, ILLINOIS**

1. SERVICES & DELIVERABLES.

Seller agrees to perform the services ("Services") and/or provide the goods or Service deliverables (collectively referred to as "Goods"), described in any purchase order, in accordance with the applicable purchase order, scope of work and with these Terms and Conditions ("Agreement"). Upon acceptance of a purchase order, shipment of Goods or commencement of a Service, Seller shall be bound by the provisions of this Agreement, including all provisions set forth on the face of any applicable purchase order, whether Seller acknowledges or otherwise signs this Agreement or the purchase order, unless Seller objects to such terms in writing prior to shipping Goods or commencing Services.

This writing does not constitute a firm offer within the meaning of Section 2-205 of the Illinois Commercial Code (810 ILCS 5/2-205) and may be revoked at any time prior to acceptance. This Agreement may not be added to, modified, superseded or otherwise altered, except by writing signed by the Village of Brookfield village manager. Any terms or conditions contained in any acknowledgment, invoice or other communication of Seller, which are inconsistent with the terms and conditions herein, are hereby rejected. To the extent that this Agreement might be treated as an acceptance of Seller's prior offer, such acceptance is expressly made on condition of assent by Seller to the terms hereof and shipment of the Goods, or beginning performance of any Services by Seller shall constitute such assent. Village of Brookfield hereby reserves the right to reschedule any delivery or cancel any purchase order issued at any time prior to shipment of the Goods or prior to commencement of any Services. Village of Brookfield shall not be subject to any charges or other fees as a result of such cancellation.

2. DELIVERY.

Time is of the essence. Delivery of Goods shall be made pursuant to the schedule, via the carrier and to the place specified on the face of the applicable purchase order. The Village of Brookfield reserves the right to return, shipping charges collect, all Goods received in advance of the delivery schedule. If no delivery schedule is specified, the order shall be filled promptly and delivery will be made by the most expeditious form of land transportation. If no method of shipment is specified in the purchase order, Seller shall use the least expensive carrier. In the event Seller fails to deliver the Goods within the time specified, Village of Brookfield may, at its option, decline to accept the Goods and terminate the Agreement or may demand its allocable fair share of Seller's available Goods and terminate the balance of the Agreement. Seller shall package all items in suitable containers to permit safe transportation and handling. Each delivered container must be labeled and marked to identify contents without opening and all boxes and packages must contain packing sheets listing contents. Village of Brookfield's purchase order number must appear on all shipping containers, packing sheets, delivery tickets and bills of lading.

3. IDENTIFICATION, RISK OF LOSS & DESTRUCTION OF GOODS.

Identification of the Goods shall occur in accordance with Section 2-501 of the Illinois Commercial Code (810 ILCS 5/2-501). Seller assumes all risk of loss until receipt by the Village of Brookfield. Title to the Goods shall pass to the Village of Brookfield upon receipt by it of the Goods at the designated destination. If the Goods ordered are destroyed prior to title passing to the Village of Brookfield, the Village of Brookfield may at its option cancel the Agreement or require delivery of substitute Goods of equal quantity and quality. Such delivery will be made as soon as commercially practicable. If loss of Goods is partial, the Village of Brookfield shall have the right to require delivery of the Goods not destroyed.

4. PAYMENT.

As full consideration for the performance of the Services, delivery of the Goods and the assignment of rights to the Village of Brookfield as provided herein, the Village of Brookfield shall pay Seller (i) the amount agreed upon and specified in the applicable purchase order; or (ii) Seller's quoted price on date of shipment (for Goods), or the date Services were started (for Services), whichever is lower. Applicable taxes and other charges such as shipping costs, duties, customs, tariffs, imposts and government-imposed surcharges shall be stated separately on Seller's invoice. Payment is made when the Village of Brookfield's check is mailed. Payment shall not constitute acceptance. All personal property taxes assessable upon the Goods prior to receipt by the Village of Brookfield of Goods conforming to the purchase order shall be borne by Seller. Seller shall invoice the Village of Brookfield for all Goods delivered and all Services actually performed. Each invoice submitted by Seller must be provided to the Village of Brookfield within ninety (90) days of completion of the Services or delivery of Goods and must reference the applicable purchase order, and the Village of Brookfield reserves the right to return all incorrect invoices. Unless otherwise specified on the face of a purchase order, the Village of Brookfield shall pay the invoiced amount after receipt and approval of a correct invoice pursuant to the terms of the Local Government Prompt Payment Act (50 ILCS 505/1 *et seq.*).

5. WARRANTIES.

5.1 Services: Seller represents and warrants that all Services shall be completed in a professional, workmanlike manner, with the degree of skill and care that is required by current, good and sound professional procedures. Further, Seller represents and warrants that the Services shall be completed in accordance with applicable specifications and shall be correct and appropriate for the purposes contemplated in this Agreement. Seller represents and warrants that the performance of Services under this Agreement will not conflict with, or be prohibited in any way by, any other agreement or statutory restriction to which Seller is bound.

5.2 Goods: Seller warrants that all Goods provided will be new and will not be used or refurbished. Seller warrants that all Goods delivered shall be free from defects in materials and workmanship and shall conform to all applicable specifications for a period of twelve (12) months from the date of delivery to the Village of Brookfield or for the period provided in Seller's standard warranty covering the Goods, whichever is longer. Seller hereby agrees that it will make spare parts available to the Village of Brookfield for a period of five (5) years from the date of shipment at Seller's then-current price, less applicable discounts. Additionally, Goods purchased shall be subject to all written and oral express warranties made by Seller's agents, and to all warranties provided for by the Illinois Commercial Code. All warranties shall be construed as conditions as well as warranties and shall not be exclusive. Seller shall furnish to the Village of Brookfield Seller's standard warranty and service guaranty applicable to the Goods. All warranties and service guaranties shall run to the Village of Brookfield.

If the Village of Brookfield identifies a warranty problem with the Goods during the warranty period, the Village of Brookfield will promptly notify Seller of such problems and will return the Goods to Seller, at Seller's expense. Within five (5) business days of receipt of the returned Goods, Seller shall, at the Village of Brookfield's option, either repair or replace such Goods, or credit the Village of Brookfield's account for the same. Replacement and repaired Goods shall be warranted for the remainder of the warranty period or six (6) months, whichever is longer.

6. INSPECTION.

The Village of Brookfield shall have a reasonable time after receipt of Goods or Service deliverables and before payment to inspect them for conformity hereto, and Goods received prior to inspection shall not be deemed accepted until the Village of Brookfield has run an adequate test to determine whether the Goods conform to the specifications hereof. Use of a portion of the Goods for the purpose of testing shall not constitute an acceptance of the Goods. If Goods tendered do not wholly conform to the provisions hereof, the Village of Brookfield shall have the right to reject such Goods. Nonconforming Goods will be returned to Seller freight collect, and risk of loss will pass to Seller upon the Village of Brookfield's delivery to the common carrier.

7. INDEPENDENT CONTRACTOR.

The Village of Brookfield is interested only in the results obtained under this Agreement; the manner and means of achieving the results are subject to Seller's sole control. Seller is an independent contractor for all purposes, without express or implied authority to bind the Village of Brookfield by contract or otherwise. Neither Seller nor its employees, agents or subcontractors ("Seller's Assistants") are agents or employees of the Village of Brookfield,

and, therefore, are not entitled to any employee benefits of the Village of Brookfield, including, but not limited to, any type of insurance. Seller shall be responsible for all costs and expenses incident to performing its obligations under this Agreement and shall provide Seller's own supplies and equipment.

8. SELLER RESPONSIBLE FOR TAXES AND RECORDS.

The Village of Brookfield is a unit of government. No charges will be allowed for taxes from which the Village of Brookfield is exempt. The Village of Brookfield is not liable for the Illinois Retailer's Occupation Tax, the Service Occupation Tax or the Service Use Tax. The Village of Brookfield is also exempt from Federal Excise Transportation Tax. Seller shall be solely responsible for filing the appropriate federal, state and local tax forms and paying all such taxes or fees, including estimated taxes and employment taxes, due with respect to Seller's receipt of payment under this Agreement. The Village of Brookfield shall have no responsibility to pay or withhold from any payment to Seller under this Agreement, any federal, state or local taxes or fees. The Village of Brookfield will report amounts paid to Seller required to be reported by the Internal Revenue Code and the regulations issued thereunder by filing Form 1099-MISC with the Internal Revenue Service.

9. INSURANCE.

Seller shall be solely responsible for maintaining and requiring Seller's assistants to maintain such adequate health, auto, workers' compensation, unemployment compensation, disability, liability, and other insurance, as is required by law or as is the common practice in Seller's trades or businesses, whichever affords greater coverage. Upon request, Seller shall provide the Village of Brookfield with certificates of insurance or evidence of coverage before commencing performance under this Agreement. Seller shall provide adequate coverage for any the Village of Brookfield property under the care, custody or control of Seller or Seller's assistants.

10. INDEMNITY.

Seller shall indemnify, hold harmless, and at the Village of Brookfield's request, defend the Village of Brookfield, its officers, trustees, agents and employees, against all claims, liabilities, damages, losses and expenses, including attorneys' fees and cost of suit arising out of or in any way connected with the Goods or Services provided under this Agreement, including, without limitation, (i) any claim based on the death or bodily injury to any person, destruction or damage to property, or contamination of the environment and any associated clean-up costs; (ii) Seller's failing to satisfy the Internal Revenue Service's guidelines for an independent contractor; (iii) any claim based on the negligence, omissions or willful misconduct of Seller or any Seller's assistants; and (iv) any claim by a third party against the Village of Brookfield alleging that the Goods or Services, the results of such Services, or any other products or processes provided under this Agreement infringe a patent, copyright, trademark, trade secret or other proprietary right of a third party, whether such are provided alone or in combination with other products, software or processes. Seller shall not settle any such suit or claim without the Village of Brookfield's prior written approval. Seller agrees to pay or reimburse all costs that may be incurred by the Village of Brookfield in enforcing this indemnity, including attorneys' fees.

Should the Village of Brookfield's use of any Goods or Services purchased from Seller be enjoined, be threatened by injunction, or be the subject of any legal proceeding, Seller shall, at its sole cost and expense, either (a) substitute fully equivalent non-infringing Goods or Services; (b) modify the Goods or Services so that they no longer infringe but remain fully equivalent in functionality; (c) obtain for the Village of Brookfield the right to continue using the Goods or Services; or (d) if none of the foregoing is possible, refund all amounts paid for the infringing Goods or Services.

11. CONFIDENTIALITY.

Seller may acquire knowledge of the Village of Brookfield Confidential Information (as defined below) in connection with its performance hereunder and agrees to keep such Village of Brookfield Confidential Information in confidence during and following termination or expiration of this Agreement. "Village of Brookfield Confidential Information" includes, but is not limited to, all information, whether written or oral, in any form, considered confidential by the Village of Brookfield relating to the business or governmental affairs of the Village of Brookfield that is disclosed directly or indirectly to Seller. In addition, the Village of Brookfield Confidential Information means any third party's proprietary or confidential information disclosed to Seller in the course of

providing Services or Goods to the Village of Brookfield. Village of Brookfield Confidential Information does not include any information (i) which Seller lawfully knew without restriction on disclosure before the Village of Brookfield disclosed it to Seller; (ii) which is now or becomes publicly known through no wrongful act or failure to act of Seller; (iii) which Seller developed independently without use of the Village of Brookfield Confidential Information, as evidenced by appropriate documentation; or (iv) which is hereafter lawfully furnished to Seller by a third party as a matter of right and without restriction on disclosure. In addition, Seller may disclose Confidential Information that is required to be disclosed pursuant to a requirement of a government agency or law so long as Seller provides prompt notice to the Village of Brookfield of such requirement prior to disclosure.

Seller agrees not to copy, alter or directly or indirectly disclose any the Village of Brookfield Confidential Information. Additionally, Seller agrees to limit its internal distribution of the Village of Brookfield Confidential Information to Seller's employees and contractors who have a need to know, and to take steps to ensure that the dissemination is so limited, including the execution by Seller's employees and contractors of nondisclosure agreements with provisions substantially similar to those set forth herein. In no event will Seller use less than the degree of care and means that it uses to protect its own information of like kind, but in any event not less than reasonable care to prevent the unauthorized use of the Village of Brookfield Confidential Information.

Seller further agrees not to use the Village of Brookfield Confidential Information except in the course of performing hereunder and will not use such Village of Brookfield Confidential Information for its own benefit or for the benefit of any third party. The mingling of the Village of Brookfield Confidential Information with information of Seller shall not affect the confidential nature or ownership of the same as stated hereunder. Seller agrees not to design or manufacture any products that incorporate the Village of Brookfield Confidential Information. All the Village of Brookfield Confidential Information is and shall remain the property of the Village of Brookfield. Upon the Village of Brookfield's written request or the termination of this Agreement, Seller shall return, transfer or assign to the Village of Brookfield all the Village of Brookfield Confidential Information, including all Work Product, as defined herein, and all copies thereof.

12. OWNERSHIP OF WORK PRODUCT.

For purposes of this Agreement, "Work Product" shall include, without limitation, all designs, discoveries, creations, works, devices, masks, models, work in progress, service deliverables, inventions, products, computer programs, procedures, improvements, developments, drawings, notes, documents, business processes, information and materials made, conceived or developed by Seller alone or with others which result from or relate to the Services performed hereunder. Standard Goods manufactured by Seller and sold to the Village of Brookfield without having been designed, customized or modified for the Village of Brookfield do not constitute Work Product. All Work Product shall at all times be and remain the sole and exclusive property of the Village of Brookfield. Seller hereby agrees to irrevocably assign and transfer to the Village of Brookfield and does hereby assign and transfer to the Village of Brookfield all of its worldwide right, title and interest in and to the Work Product including all associated intellectual property rights. The Village of Brookfield will have the sole right to determine the treatment of any Work Product, including the right to keep it as trade secret, execute and file patent applications on it, to use and disclose it without prior patent application, to file registrations for copyright or trademark in its own name or to follow any other procedure that the Village of Brookfield deems appropriate. Seller agrees: (a) to disclose promptly in writing to the Village of Brookfield all Work Product in its possession; (b) to assist the Village of Brookfield in every reasonable way, at the Village of Brookfield's expense, to secure, perfect, register, apply for, maintain, and defend for the Village of Brookfield's benefit all copyrights, patent rights, mask work rights, trade secret rights, and all other proprietary rights or statutory protections in and to the Work Product in the Village of Brookfield's name as it deems appropriate; and (c) to otherwise treat all Work Product as the Village of Brookfield Confidential Information as described above. These obligations to disclose, assist, execute and keep confidential survive the expiration or termination of this Agreement. All tools and equipment supplied by the Village of Brookfield to Seller shall remain the sole property of the Village of Brookfield.

Seller will ensure that Seller's assistants appropriately waive any and all claims and assign to the Village of Brookfield any and all rights or any interests in any Work Product or original works created in connection with this Agreement. Seller irrevocably agrees not to assert against the Village of Brookfield or its direct or indirect customers, assignees or licensees any claim of any intellectual property rights of Seller affecting the Work Product.

The Village of Brookfield will not have rights to any works conceived or reduced to practice by Seller which were developed entirely on Seller's own time without using equipment, supplies, facilities or trade secret or the Village of Brookfield Confidential Information, unless (i) such works relate to the Village of Brookfield's business, or the Village of Brookfield's actual or demonstrably anticipated research or development; or (ii) such works result from any Services performed by Seller for the Village of Brookfield.

13. TERMINATION.

The Village of Brookfield may terminate this Agreement upon written notice to Seller if Seller fails to perform or otherwise breaches this Agreement, files a petition in bankruptcy, becomes insolvent, or dissolves. In the event of such termination, the Village of Brookfield shall pay Seller for the portion of the Services satisfactorily performed and those conforming Goods delivered to the Village of Brookfield through the date of termination, less appropriate offsets, including any additional costs to be incurred by the Village of Brookfield in completing the Services.

The Village of Brookfield may terminate this Agreement, or any Service(s), for any other reason upon thirty (30) days' written notice to Seller. Seller shall cease to perform Services and/or provide Goods under this Agreement on the date of termination specified in such notice. In the event of such termination, the Village of Brookfield shall be liable to Seller only for those Services satisfactorily performed and those conforming Goods delivered to the Village of Brookfield through the date of termination, less appropriate offsets.

Seller may terminate this Agreement upon written notice to the Village of Brookfield if the Village of Brookfield fails to pay Seller within sixty (60) days after Seller notifies the Village of Brookfield in writing that payment is past due.

Upon the expiration or termination of this Agreement for any reason: (a) each party will be released from all obligations to the other arising after the date of expiration or termination, except for those which by their terms survive such termination or expiration; and (b) Seller will promptly notify the Village of Brookfield of all the Village of Brookfield Confidential Information or any Work Product in Seller's possession and, at the expense of Seller and in accordance with the Village of Brookfield's instructions, will promptly deliver to the Village of Brookfield all such the Village of Brookfield Confidential Information and/or Work Product.

14. REMEDIES.

If Seller breaches this Agreement, the Village of Brookfield shall have all remedies available by law and at equity. For the purchase of Goods, Seller's sole remedy in the event of breach of this Agreement by the Village of Brookfield shall be the right to recover damages in the amount equal to the difference between market price at the time of breach and the purchase price specified in the Agreement. No alternate method of measuring damages shall apply to this transaction. Seller shall have no right to resell Goods for the Village of Brookfield's account in the event of wrongful rejection, revocation of acceptance, failure to make payment or repudiation by the Village of Brookfield; and any resale so made shall be for the account of Seller.

15. FORCE MAJEURE.

The Village of Brookfield shall not be liable for any failure to perform including failure to (i) accept performance of Services; or (ii) take delivery of the Goods as provided caused by circumstances beyond its control which make such performance commercially impractical including, but not limited to, acts of God, fire, flood, acts of war, government action, accident, labor difficulties or shortage, inability to obtain materials, equipment or transportation. In the event the Village of Brookfield is so excused, both parties may terminate the Agreement; and the Village of Brookfield shall at its expense and risk, return any Goods received to the place of shipment.

16. SEVERABILITY.

If any provision of this Agreement shall be deemed to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

17. LIMITATION OF LIABILITY.

IN NO EVENT SHALL THE VILLAGE OF BROOKFIELD BE LIABLE TO SELLER OR SELLER'S ASSISTANTS, OR ANY THIRD PARTY FOR ANY INCIDENTAL, INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF, OR IN CONNECTION WITH, THIS AGREEMENT, WHETHER OR NOT THE VILLAGE OF BROOKFIELD WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGE.

18. ASSIGNMENT; WAIVER.

Seller may not assign this Agreement or any of its rights or obligations under this Agreement, without the prior written consent of the Village of Brookfield. Any assignment or transfer without such written consent shall be null and void. This Agreement shall inure to the benefit of, and be binding upon, the successors and assigns of the Village of Brookfield without restriction. A waiver of any default hereunder or of any term or condition of this Agreement shall not be deemed to be a continuing waiver or a waiver of any other default or any other term or condition.

19. NON-EXCLUSIVE AGREEMENT.

This is not an exclusive agreement. The Village of Brookfield is free to engage others to perform Services or provide Goods the same as or similar to Seller's. Seller is free to, and is encouraged to, advertise, offer and provide Seller's Services and/or Goods to others provided, however, that Seller does not breach this Agreement.

20. NOTICES.

Except for Purchase Orders which may be sent by local mail, facsimile transmission, or electronically transmitted, all notices, and other communications hereunder shall be in writing, and shall be addressed to Seller or to an authorized Village of Brookfield representative, and shall be considered given when (a) delivered personally; (b) sent by confirmed telex or facsimile; (c) sent by commercial overnight courier with written verification receipt; or (d) three (3) days after having been sent, postage prepaid, by first class or certified mail.

21. SURVIVAL OF OBLIGATIONS.

Any obligations and duties that by their nature extend beyond the expiration or termination of this Agreement shall survive the expiration or termination of this Agreement.

22. GOVERNING LAW.

This Agreement shall be construed in accordance with, and disputes shall be governed by, the laws of the State of Illinois, excluding its conflict of law rules. The Circuit Court of Cook County, Illinois, or the United States District Court for the Northern District of Illinois, Eastern Division shall have jurisdiction and venue over all controversies arising out of, or relating to, this Agreement. The applicability of the UN Convention on Contracts for the International Sale of Goods is hereby expressly waived by the parties, and it shall not apply to the terms and conditions of this Agreement.

23. ENTIRE AGREEMENT; MODIFICATION.

This Agreement is the complete, final and exclusive statement of the terms of the agreement between the parties and supersedes any and all other prior and contemporaneous negotiations and agreements, whether oral or written, between them relating to the subject matter hereof. This Agreement may not be varied, modified, altered, or amended except in writing, including a purchase order or a change order issued by the Village of Brookfield, signed by the parties. The terms and conditions of this Agreement shall prevail, notwithstanding any variance with the terms and conditions of any acknowledgment or other document submitted by Seller. Notwithstanding the foregoing, this Agreement will not supersede or take the place of any written agreement that is signed by both parties and covers the same subject matter as this Agreement or its related purchase orders.

24. COMPLIANCE WITH LAWS.

24.1 General: Seller shall comply fully with all applicable federal, state and local laws in the performance of this Agreement including, but not limited to, all applicable employment, tax, export control and environmental laws.

24.2 Hazardous Materials: If Goods include hazardous materials, Seller represents and warrants that Seller understands the nature of any hazards associated with the manufacture, handling and transportation of such hazardous materials.

24.3 Customs: Upon the Village of Brookfield's request, Seller will promptly provide the Village of Brookfield with a statement of origin for all Goods and United States Customs documentation for Goods wholly or partially manufactured outside of the United States.

25. INJUNCTIVE RELIEF.

Seller acknowledges and agrees that the obligations and promises of Seller under this Agreement are of a unique, intellectual nature giving them particular value. Seller's breach of any of the promises contained in this Agreement will result in irreparable and continuing damage to the Village of Brookfield for which there will be no adequate remedy at law and, in the event of such breach, the Village of Brookfield will be entitled to seek injunctive relief, or a decree of specific performance.

26. CERTIFICATIONS.

Seller shall submit to the Village of Brookfield a certification that attests the following:

26.1 The Seller is not delinquent in the payment of taxes to the Illinois Department of Revenue in accordance with 65 ILCS 5/11-42.1-1;

26.2 The Seller is not barred from contracting as a result of a violation of either Section 33E-3 (bid-rigging) or 33E-4 (bid-totaling) of the Criminal Code of 1961 (720 ILCS 5/33E-3 and 5/33E-4);

26.3 The Seller maintains and will maintain a drug free workplace in accordance with the Drug Free Workplace Act (30 ILCS 580/1 *et seq.*);

26.4 The Seller provides equal employment opportunities in accordance with the Illinois Human Rights Act (775 ILCS 5/1-101 *et seq.*)

26.5 The Seller is in compliance with 775 ILCS 5/2-105(A)(4) requiring a written sexual harassment policy;

26.6 No Village of Brookfield official, spouse or dependent child of a Village of Brookfield official, agent on behalf of any Village of Brookfield official or trust in which a Village of Brookfield official, the spouse or dependent child of a Village of Brookfield official or a beneficiary is a holder of more than five percent (5%) of the Seller in accordance with Code of Ordinances of the Village of Brookfield, Chapter 3, Article XI;

26.7 No officer or employee of Village of Brookfield has solicited any gratuity, discount, entertainment, hospitality, loan, forbearance, or other tangible or intangible item having monetary value including, but not limited to, cash, food and drink, and honoraria for speaking engagements related to or attributable to the government employment or the official position of the employee or officer from the Seller in violation of Chapter 2, Article XIX of the Code of Ordinances of the Village of Brookfield; and

26.8 The Seller has not given to any officer or employee of the Village of Brookfield any gratuity, discount, entertainment, hospitality, loan, forbearance, or other tangible or intangible item having monetary value including, but not limited to, cash, food and drink, and honoraria for speaking engagements related to or attributable to the government employment or the official position of the employee or officer in violation of Chapter 2, Article XIX of the Code of Ordinances of the Village of Brookfield.

Exhibit "B"
Surplus Property

1. One (1) 1995 Morbark Model 17 Brush Chipper

RESOLUTION NO. R-2014 - 947

**A RESOLUTION AUTHORIZING THE PUBLICATION OF A REVISED OFFICIAL
ZONING MAP FOR THE VILLAGE OF BROOKFIELD, ILLINOIS**

PASSED AND APPROVED BY
THE PRESIDENT AND BOARD OF TRUSTEES
THE 24TH DAY OF MARCH 2014

RESOLUTION NO. R-2014 - 947

A RESOLUTION AUTHORIZING THE PUBLICATION OF A REVISED OFFICIAL ZONING MAP FOR THE VILLAGE OF BROOKFIELD, ILLINOIS

WHEREAS, pursuant Section 11-13-19 of the Illinois Municipal Code (65 ILCS 5/11-13-19), a municipality is required to publish a revised official zoning map no later than March 31st each year showing the changes in zoning uses, divisions, restrictions, regulations, and classifications from the previous calendar year, if any; and

WHEREAS, the zoning map attached hereto as "Exhibit A" and made a part hereof, is a revised official zoning map of the Village of Brookfield, inclusive of changes for the preceding calendar year, showing the existing zoning uses, divisions, restrictions, regulations, and classifications of the village for the preceding calendar year.

NOW, THEREFORE, BE IT RESOLVED by the President and Board of Trustees of the Village of Brookfield, Cook County, Illinois, as follows:

Section 1: The zoning map attached hereto as "Exhibit A" shall constitute the official zoning map of the Village of Brookfield and is hereby approved and shall be published by the Village Clerk in accordance with the requirements of Section 11-13-19 of the Illinois Municipal Code (65 ILCS 5/11-13-19).

Section 2: This Resolution shall be in full force and effect upon its passage and approval in accordance with law.

ADOPTED this 24th day of March 2014, pursuant to a roll call vote as follows:

AYES: _____

NAYS: _____

ABSENT: _____

ABSTENTION: _____

APPROVED by me the 24th day of March 2014.

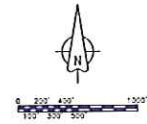
Kit P. Ketchmark, President of the
Village of Brookfield, Cook County, Illinois

ATTESTED and filed in my office,
this 24th day of March 2014.

Catherine Colgrass-Edwards, Clerk of the Village
of Brookfield, Cook County, Illinois

Exhibit A

OFFICIAL ZONING MAP of the VILLAGE OF BROOKFIELD



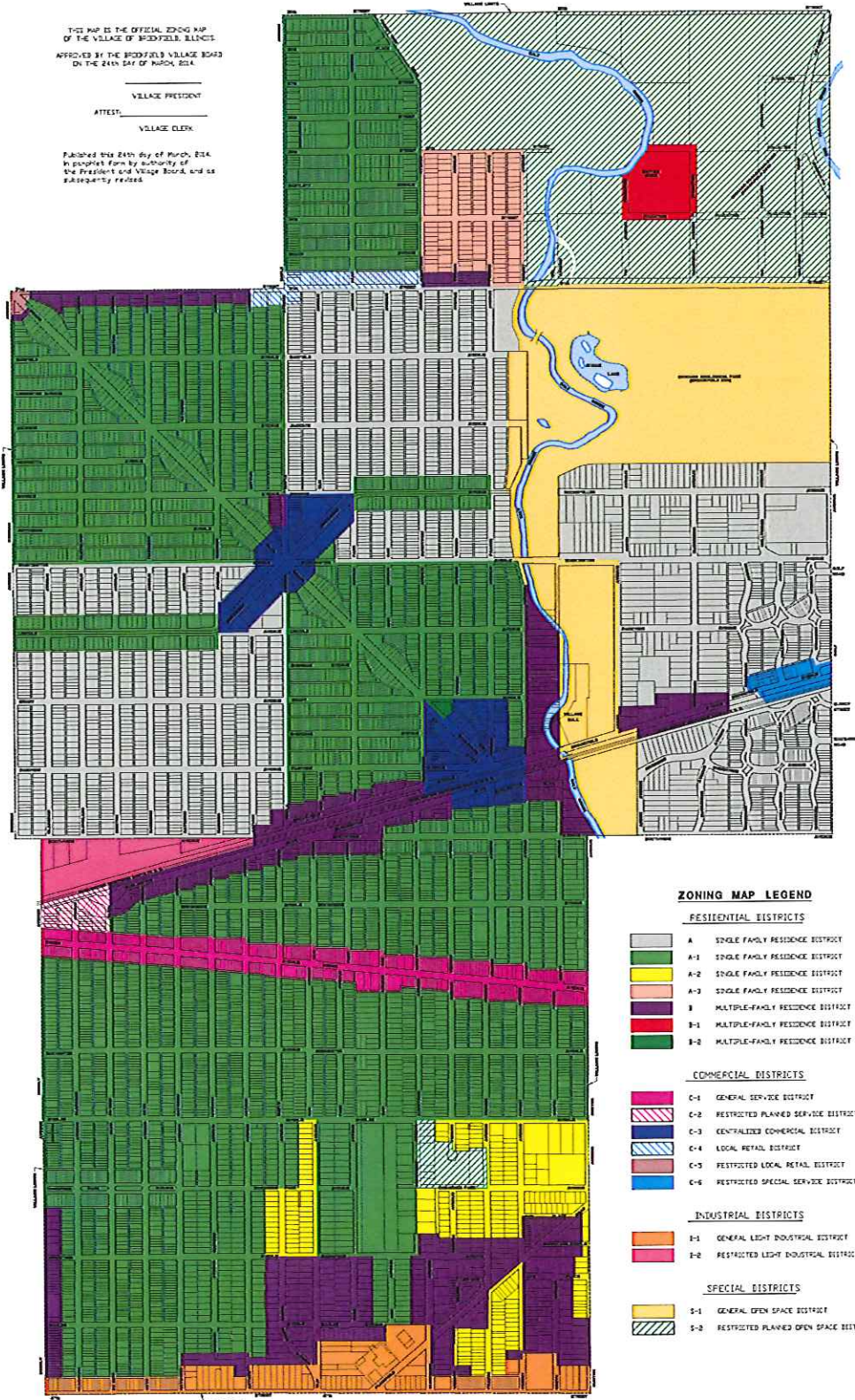
THIS MAP IS THE OFFICIAL ZONING MAP
OF THE VILLAGE OF BROOKFIELD, ILLINOIS.
APPROVED BY THE BROOKFIELD VILLAGE BOARD
ON THE 24TH DAY OF MARCH, 2014.

VILLAGE PRESIDENT

ATTEST:

VILLAGE CLERK

Published this 24th day of March, 2014,
in duplicate form by authority of
the President and Village Board, and as
subsequently revised.



ZONING MAP LEGEND

RESIDENTIAL DISTRICTS

- R SINGLE FAMILY RESIDENCE DISTRICT
- R-1 SINGLE FAMILY RESIDENCE DISTRICT
- R-2 SINGLE FAMILY RESIDENCE DISTRICT
- R-3 SINGLE FAMILY RESIDENCE DISTRICT
- R-4 MULTIPLE-FAMILY RESIDENCE DISTRICT
- R-5 MULTIPLE-FAMILY RESIDENCE DISTRICT
- R-6 MULTIPLE-FAMILY RESIDENCE DISTRICT

COMMERCIAL DISTRICTS

- C-1 GENERAL SERVICE DISTRICT
- C-2 RESTRICTED PLANNED SERVICE DISTRICT
- C-3 CENTRALIZED COMMERCIAL DISTRICT
- C-4 LOCAL RETAIL DISTRICT
- C-5 RESTRICTED LOCAL RETAIL DISTRICT
- C-6 RESTRICTED SPECIAL SERVICE DISTRICT

INDUSTRIAL DISTRICTS

- I-1 GENERAL LIGHT INDUSTRIAL DISTRICT
- I-2 RESTRICTED LIGHT INDUSTRIAL DISTRICT

SPECIAL DISTRICTS

- S-1 GENERAL OPEN SPACE DISTRICT
- S-2 RESTRICTED PLANNED OPEN SPACE DISTRICT



Village of Brookfield

8820 Brookfield Avenue • Brookfield, Illinois 60513-1688
(708) 485-7344 • FAX (708) 485-4971
www.brookfieldil.gov

VILLAGE OF BROOKFIELD
BROOKFIELD, ILLINOIS 60513

BROOKFIELD VILLAGE BOARD
COMMITTEE OF THE WHOLE MEETING
Monday, March 24, 2014

7:00 p.m. or Immediately following Village Board Meeting
Edward Barcal Hall
8820 Brookfield Avenue
Brookfield, IL 60513

AGENDA

- A. **Discussion** – Brookfield Opens Space Plan Public Input: The Village of Brookfield is seeking resident feedback on the update to the Village's Open Space Plan and invites the public to attend the public meeting to provide comments
- B. **Discussion** – Building and Planning Department Code Update Presentation
- C. **Discussion** – Ogden and Raymond Alley Reconstruction
- D. **Discussion** – Surplus FD Boat
- E. **Addresses from the Audience** – Any member of the audience who wishes to address the President and Village Board may do so at this time
- F. **Adjournment**

VILLAGE PRESIDENT
Kit P. Ketchmark

VILLAGE CLERK
Catherine A. Colgrass-Edwards

BOARD OF TRUSTEES
Ryan P. Evans
Michael J. Garvey
Nicole M. Gilhooly
C.P. Hall, II
Brian S. Oberhauser
Michelle D. Ryan

VILLAGE MANAGER
Riccardo F. Ginex

MEMBER OF
Illinois Municipal League
Proviso Township
Municipal League
West Central
Municipal Conference

TREE CITY U.S.A. Since 1981

HOME OF THE CHICAGO
ZOOLOGICAL SOCIETY



COMMITTEE ITEM MEMO

ITEM: OPEN SPACE PLAN DISCUSSION
COMMITTEE DATE: March 24, 2014
PREPARED BY: Keith Sbiral, AICP
PURPOSE: Discussion
BUDGET AMOUNT: N/A

A handwritten signature in black ink, appearing to be "KS", is written over the text "Keith Sbiral, AICP".

BACKGROUND:

The first Open Space Plan open meeting was held Wednesday, March 19, 2014. The meeting included five advisory commissions and committees including:

Beautification Committee
Park and Rec Commission
Special Events Committee
Conservation Commission
Planning and Zoning Commission

The next step in this process is to invite the residents and property owners of Brookfield to give public input. The first opportunity for this public input is at this Committee of the Whole meeting.

ATTACHMENTS:

1. N/A

STAFF RECOMMENDATION:

Hitchcock Design will lead a discussion.

REQUESTED COURSE OF ACTION:

Provide input to the consultant and staff.



COMMITTEE ITEM MEMO

ITEM: Building and Planning Department Code Update Presentation

COMMITTEE DATE: March 24, 2014

PREPARED BY: Keith R. Sbiral, AICP, Assistant Village Manager

PURPOSE: Staff presentation of Building and Planning Code Adoption Proposal.

BACKGROUND:

Staff will propose the adoption of certain 2012 ICC Building Codes to replace the current 1996 codes.

Information will be presented and handed out at the meeting and a schedule of future discussions will be proposed.

ATTACHMENTS:

1. N/A

STAFF RECOMMENDATION:

Staff will give a presentation at the Committee of the Whole meeting and respond to discussion.

REQUESTED COURSE OF ACTION:

This item is provided as information for the Board of Trustees, no formal action is required.



COMMITTEE ITEM MEMO

ITEM: OGDEN/RAYMOND/MADISON GREEN ALLEY IMPROVEMENT
COMMITTEE DATE: March 24, 2014
PREPARED BY: Keith Sbiral, AICP
PURPOSE: Authorize Bid For Project
BUDGET AMOUNT: \$70,000

BACKGROUND:

As part of the redevelopment project for the national chain Advance Auto Parts at Ogden and Raymond Village Staff has negotiated with the developer to fund a portion of the project adjacent to the redevelopment.

Since there is limited alternate funding negotiated with the developer the Village Staff has budgeted garbage fund revenue to finance the remainder of the commercial alley. This alternate funding mechanism is being recommended to the board so that the alley project can be designed as a pilot project for a Green Alley Program.

Proposed Alley Pavement Improvements – 4000 Block between Raymond and Madison

The proposed alley improvements will include the installation of a 14' wide, 8" thick, concrete alley pavement within the east-west section of the alley. The pavement will include 2 – 50' sections of permeable paver alley pavement located at each end of the alley to provide stormwater management. The permeable pavement sections will have 27" deep drywells beneath them to provide stormwater storage. The drywells have been sized to store a 3" rain event. The permeable pavement will reduce the amount of stormwater that is currently tributary to the combined sewers located on Raymond Avenue on Madison Avenue. In over 90% of storms, the drywells will be able to contain the entire amount of runoff from the alley pavement and will eliminate any storm flows into the combined sewers.

Although the costs for the 2 sections of permeable pavement are more than the costs for similar sized sections of concrete alley pavement, the savings in the storm sewer costs that would be required for a conventional concrete alley pavement offset the increased costs for the permeable pavement.

Our Engineer's Estimate of Costs for the alley improvements is \$68,655.00. In previous discussions, the developer has agreed to pick up \$11,013.00 of the alley costs based on a calculation developed with staff.

Staff hopes to finalize negotiation and bring an agreement to the Board following the bid process.

ATTACHMENTS:

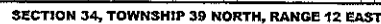
1. Draft Design Documents

STAFF RECOMMENDATION:

Staff recommends approval to go out for bid and finalize negotiations with the developer under the general terms outlined above.

REQUESTED COURSE OF ACTION:

Documents will be presented to the Board at a subsequent meeting following the bid process.

$$12\pi = 12 \cdot 3.14 = 37.68$$


FULL SIZE PLANS HAVE BEEN PREPARED USING STANDARD
ENGINEERING SCALES. REDUCED SIZED PLANS WILL NOT
CONFORM TO STANDARD SCALES. IN MAKING MEASUREMENTS
ON REDUCED PLANS, THE ABOVE SCALES MAY BE USED.

<u>SHEET NO.</u>	<u>DESCRIPTION</u>
1	COVER SHEET, INDEX OF SHEETS, AND PROJECT LOCATION MAP
2	DETAILS, LEGEND OF SYMBOLS, AND GENERAL NOTES
3	ALLEY PAVING PLAN



**Know what's below.
Call before you dig.**



SIGNED: _____
DATE: _____ LICENSE EXPIRES: 11/30/15



- ◆ Civil Engineers
- ◆ Municipal Consultants
- ◆ Established 1911

9953 Regency Road
St. Louis 63154-2700
Phone: 781/945-4300
Fax: 781/945-1111

**ALLEY IMPROVEMENTS PROJECT
4000 BLOCK BETWEEN
RAYMOND AVE. AND MADISON AVE.**

**COVER SHEET, LOCATION MAP,
AND INDEX OF SHEETS**



SCALE:	NOT TO SCALE	SHEET 1
DRAWN BY:	TO	
BOOK NO.:	—	

EXISTING	PROPOSED	DESCRIPTION
		COMBINED SEWER
		STORM SEWER
		WATER MAIN
		GAS MAIN
		MANHOLE
		CATCH BASIN
		INLET
		POWER POLE
		FIRE HYDRANT
		WATER MAIN VALVE BOX
		BUFFALO BOX
		WATER MAIN VALVE VAULT
		RIM ELEVATION
		INVERT ELEVATION
		GROUND ELEVATION
		CONCRETE CURB & GUTTER
		PROPOSED PCC PAVEMENT, SIDEWALK, OR DRIVEWAY
		PROPOSED HOT-MIX ASPHALT PAVEMENT OR DRIVEWAY
		TO BE REMOVED
		APPROXIMATE SURFACE

1. THE EDWIN HANCOCK ENGINEERING COMPANY SHALL BE NOTIFIED AT LEAST TWO (2) WORKING DAYS PRIOR TO COMMENCEMENT OF CONSTRUCTION AT (708) 858-0300.
2. THE VILLAGE OF BROOKFIELD PUBLIC WORKS DEPARTMENT SHALL BE NOTIFIED AT LEAST TWO (2) WORKING DAYS PRIOR TO COMMENCEMENT OF CONSTRUCTION AT (708) 485-2240.
3. ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE "STANDARD SPECIFICATIONS FOR SEWER AND WATER MAIN CONSTRUCTION IN ILLINOIS" AND THE "STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION".



Diagram illustrating the cross-section of a 50' wide alleyway. The total width is 50'. The cross-section shows a 3' concrete curb, 12' permeable paver alley pavement, and 1' concrete alley pavement.

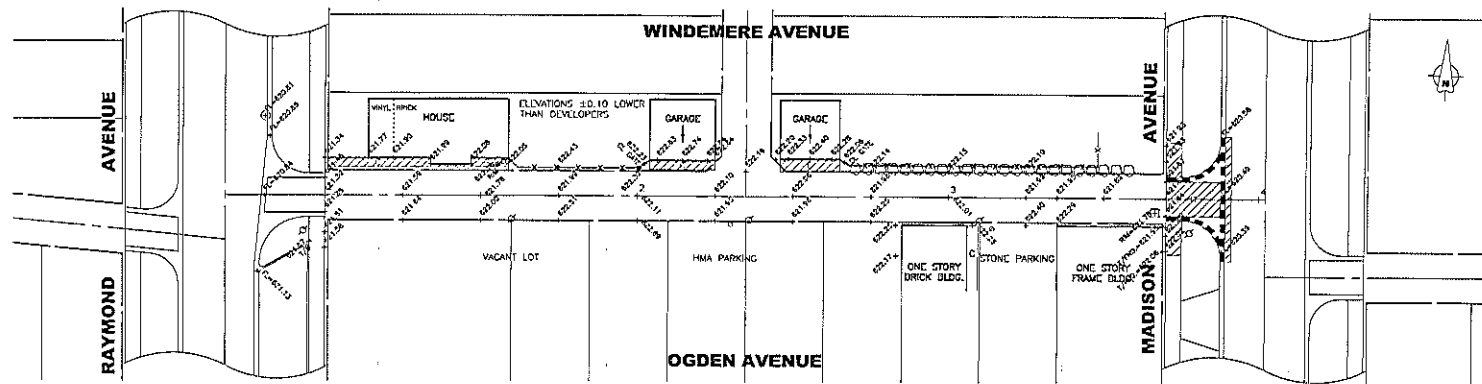
PROPOSED TYPICAL CROSS SECTION
AT PERMEABLE BRICK PAVERS/DRYWELL



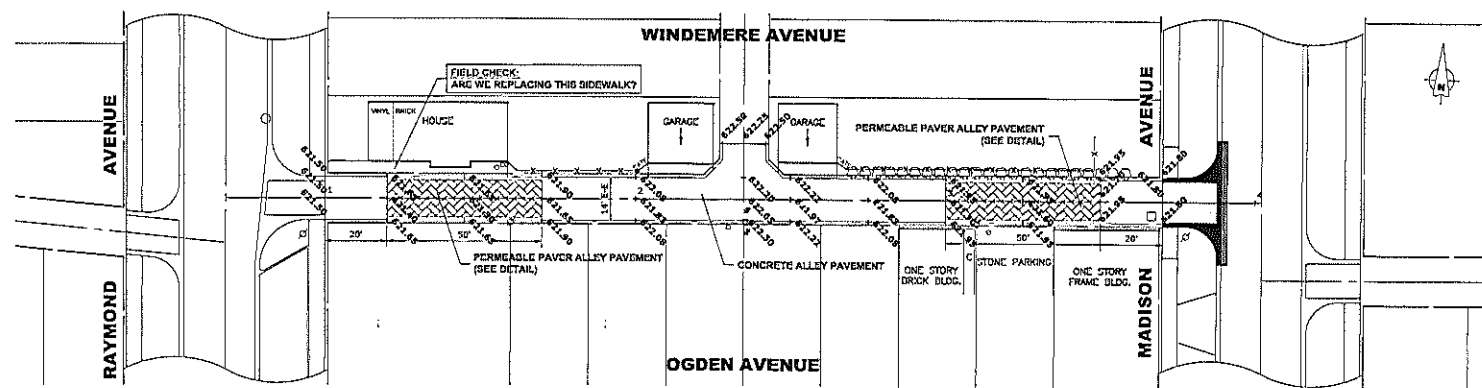
Diagram illustrating the cross-section of a curb and gutter. The diagram shows a concrete curb with a top width of 12" OR 18", a height of 6", and a base width of 11". The curb is topped with a 1/2" PCC ROOF SLOPE. The gutter is 1/2" deep and 1/2" wide. The curb is labeled "1 1/2\" FOR DEPRESSION CURB" and "1/2\" FOR ADA RAMP". The base is labeled "USED STONE BEDDING".

HOT-MIX ASPHALT (HMA) MIXTURE REQUIREMENTS	
ITEM	AIR VOIDS
RESURFACING	
HOT-MIX ASPHALT SURFACE COURSE, MK "D", N50 (I.L. 0.5 min), 2"	4% @ 50 OYR

FOR HMA FULL DEPTH "AC TYPE" SEE SPECIAL PROVISIONS.
FOR USE OF RECYCLED MATERIALS SEE SPECIAL PROVISIONS



EXISTING TOPOGRAPHY



PROPOSED **IMPROVEMENT**



COMMITTEE ITEM MEMO

ITEM: Surplus Personal Property for Disposal

COMMITTEE DATE: March 24, 2014

PREPARED BY: Theresa M. Coady

PURPOSE: Seeking Board Approval to Surplus Personal Property.

BUDGET AMOUNT: N/A

BACKGROUND:

Chief Patrick Lenzi has requested that an old John boat which is located at Fire Station 2. Chief Lenzi believes that it was used back in the 70's. Since it is no longer used, the Fire Department would like to surplus it. They are willing to donate it to the Conservation Committee for Meet the Creek if they are interested. If not, they are requesting board permission to dispose of it.

Areocraft Aluminum Boat

Length 12 ft., Width 3.5 ft.

ID# G16793

Maximum Weight Capacity – 565 lbs.

Maximum Outboard Motor Capacity – 7.5 horsepower

ATTACHMENTS:

None.

STAFF RECOMMENDATION:

Staff recommends the Village Board approve the surplus of this boat.

REQUESTED COURSE OF ACTION:

Staff requests the Board approve a surplus Ordinance for approval on the April 14th Village Board meeting..